

Company Name: **CROP HEALTH AND PROTECTION LIMITED**

Company Number: **09922979**

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1. **INTERPRETATION**

1.1 In the Articles, unless the context requires otherwise:-

Act:	means the Companies Act 2006.
Address:	means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Company.
Advisory Group:	means a group that is responsible for providing advice to the Board in relation to the strategic direction, future opportunities and priorities of the Company, or other matters deemed necessary by the Board to further the objects of the Company comprising of: <ul style="list-style-type: none"> (i) Non-Executive Director , (ii) the Innovation Director for the time being of the Company; (iii) the Chief Executive Officer for the time being; and (iv) such other independent persons or organisations appointed to the Advisory Group by the Board in accordance with the Articles which should number not less than four .
Articles:	means the Company's articles of association for the time being in force.
Board:	means the board of Directors of the Company.
Business Day:	means any day other than Saturday, Sunday or public holiday in England and Scotland.
Centre:	means a Research Organisation created through an initiative of Innovate UK as part of HM Government's Agri-Tech Strategy.
Chair:	means the Director in situ specifically contracted to chair the meetings of the Board throughout their directorship, as appointed from time to time whether on an interim or full-time.
CHAP:	means the Centre established to commercialise research data, data science and modelling for the primary agricultural industries and secondary food processing industries operating in the field of Crop Health and Protection (the Company).
Chief Executive Officer or CEO:	means the executive Director in situ specifically contracted to the position of chief executive officer of the Company from time to time

	whether on an interim or full-time basis. CEO shall have the same meaning.
Clear Days:	means, in relation to the period of a notice, a period excluding the day when the notice is given or deemed to be given, and the day for which it is given or on which it is to take effect.
Collaboration Agreement:	means the collaboration agreement entered into between the Original Consortium Parties and the Centre dated 11 March 2016 (as amended from time to time) in supplement to the Articles and the Grant Funding Agreement.
Companies Acts:	means the Companies Acts (as defined in section 2 of the Act) insofar as they apply to the Company.
Company:	means this Company, to whom these articles apply.
Conflict:	means 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.
Crop Health and Protection:	means the field of crop health and protection which includes how global farming deals with biotic crop threats including pests, pathogens and weeds.
Director:	means a director of the Company.
Document:	includes, unless otherwise specified, any document sent or supplied in paper or Electronic Form.
Executive Management Team:	means a team comprising of those persons appointed to the following roles of the Company from time to time CEO, Innovation Director, Commercial Director, Finance Director, and Operations Director (the descriptions and responsibilities of such roles to be developed and agreed by the Company)
Electronic Form:	has the meaning given in section 1168 of the Act.
Electronic General Meeting	means a general meeting hosted on an electronic platform.
Electronic Platform	includes but is not limited to website addresses, conference call systems and video conference call.
Grant:	means any core grant made by the Technology Strategy Board to the Centre for core operational purposes.
Grant Funding Agreement:	means the Grant Agreement dated 15 March 2016 between Technology Strategy Board and the Company, including all schedules and annexes, by which the TSB offers and the Company accepts grant funding towards the establishment and maintenance of the Company, as amended from time to time.
Innovate UK	means the Technology Strategy Board (a Company incorporated in England and Wales by Royal Charter with Company number RC000818), trading as Innovate UK, or any successor body. It is a council of UKRI.

Material Adverse Effect:	means a material adverse effect on the business, assets, properties, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects, of the Company, as determined by the Board acting reasonably.
Member:	means a member of the Company as listed on register of members maintained by the Company from time to time and bound by the Company's Memorandum and Articles of Association; "Members" is to be construed accordingly.
Member Director:	means a Director appointed in accordance with Article 16.2.
Model Articles:	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered Model Article is a reference to that articles of the Model Articles.
Objects:	means the objects of the Company, as more particularly defined in Article 3.
Officer:	means a Director and/or the Secretary (if any).
Ordinary Resolution:	has the meaning given in section 282 of the Act.
Original Consortium Parties:	means RSK ADAS Ltd, Agriculture and Horticulture Development Board (AHDB), Bayer Cropscience Limited, CAB International, Cranfield Innovative Manufacturing Limited, Cranfield University, Crop Health and Protection Limited, Fera Science Limited, Frontier Agriculture Limited, Rothamsted Research Limited, Stockbridge Technology Centre Limited, Tesco PLC, and University of Newcastle upon Tyne.
Permitted Transfer:	means the transfer of membership by a Member which is a body corporate to any holding company or subsidiary of that Member, or to any other subsidiary of any such Member's holding company.
Present:	means, for the purposes of physical general meetings, present in person, or, for the purposes of electronic general meetings, present by electronic means (and references to persons attending by electronic means is defined as attendance at electronic general meetings via the electronic platform(s) stated in the notice of such meeting.
Projects:	means all projects undertaken by the Company in accordance with the objects set out in Article 3 including, but not limited to, the projects to be funded by the Company utilising the Grant.
R&D&I Framework	means the Community Framework for State Aid Research and Development and Innovation 2014C 198/01 (as updated from time to time or as amended, extended or re-enacted from time to time in UK legislation).
Research Organisation:	has the meaning given to it in the R&D&I Framework.

Secretary:	means any person appointed to perform the duties of the secretary of the Company.
Special Resolution:	has the meaning given in section 283 of the Act.
Subsidiary:	has the meaning given in section 1159 of the Act.
Supplier:	means a supplier of goods or services to the Company.
Technology Strategy Board or TSB:	means the Technology Strategy Board, a Company incorporated in England and Wales by Royal Charter with Company number RC000818, or any successor body.
UKRI:	means UK Research and Innovation, an executive non-departmental public body established by the Higher Education and Research Act 2017 and sponsored by BEIS.
United Kingdom:	means England, Wales, Scotland, and Northern Ireland.
Withdrawing Member	has the meaning prescribed to it in Article 6.10.1.

1.2 Writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

1.3 Words importing one gender shall include all genders, and the singular includes the plural and vice versa.

1.4 Unless the context otherwise requires, words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Company.

1.5 Apart from the exception in Article 1.4, a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

1.6 The Model Articles shall not apply to the Company.

2. **LIABILITY OF MEMBERS**

2.1 The liability of each of the Members is limited to a sum not exceeding £1, being the amount that each Member undertakes to contribute to the assets or property of the Company in the event of it being wound up while they are a Member or within one year after they cease to be a Member, for:

2.1.1 payment of the Company's debts and liabilities incurred before they cease to be a Member;

2.1.2 payment of the costs, charges and expenses of winding up; and

2.1.3 adjustment of the rights of the contributories among themselves.

3. **OBJECTS**

3.1 The Company's objects are:

3.1.1 to operate the Company as a not-for-profit Research Organisation, with any surplus revenue being reinvested into the pursuance of the Objects;

3.1.2 to work with selected partners including Members to promote, develop and facilitate the commercialisation and advancement of Crop Health and Protection;

- 3.1.3 to provide businesses, academia and other organisations with access to leading technology and expertise required to promote and develop the advancement of the Crop Health and Protection;
- 3.1.4 to undertake collaborative Projects with businesses, academia and other organisations, including contract R&D&I and experimental development;
- 3.1.5 to ensure the Company and its selected partners disseminate and transfer information, knowledge and know-how obtained relating to and obtained in pursuance of these Objects, where appropriate, for the benefit of the Crop Health and Protection; and
- 3.1.6 to receive and manage the Grant to support investment and research infrastructure.

3.2 Generally to do all such lawful things as may to the Company seem incidental or conducive to the above objects.

4. **POWERS**

4.1 In pursuance of the objects set out in Article 3, the Company has the power to:

- 4.1.1 operate and run the Centre;
- 4.1.2 determine which Projects it supports and the amount of its resource allocated to such Projects and for how long;
- 4.1.3 incorporate subsidiary companies to carry on any trade which furthers the pursuit of the Company's Objects; and
- 4.1.4 do all such lawful things which are incidental to, conducive to and/or are calculated to further the Objects or any of them.

5. **APPLICATION OF INCOME AND PROPERTY**

5.1 The income and property of the Company shall be applied solely towards the promotion of the Objects.

5.2 A Director:

- 5.2.1 is entitled to be reimbursed from the property of the Company or may be paid out of such property reasonable expenses properly incurred by them when acting on behalf of the Company; and
- 5.2.2 may receive an indemnity from the Company in the circumstances specified in Article 28.

5.3 The Company may make reasonable and proper payment to any officer, employee, professional or other adviser of the Company who is not a Director for any services to the Company. Save that nothing in this clause 5.3 shall prevent the company making reasonable and proper payment to any executive Director for their services to the Company.

5.4 None of the income from the property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member. This does not prevent a Member who is also a Director or Supplier receiving reasonable and proper remuneration for any goods or services supplied to the Company.

5.5 Subject to clause 6.1.6 of the Grant Funding Agreement, in the event of the winding up of the Company the Members of the Company at the time of the winding up shall be given the opportunity to purchase the residual assets of the Company for market value with priority for purchase of assets being given to the Member who contributed, or obtained funding for, such assets or on whose

premises the assets are situated, all remaining residual assets shall then be transferred to one or more bodies:

5.5.1 with objects similar to those of the Company, or

5.5.2 the objects of which:

(a) are the promotion of charity and anything incidental or conducive thereto, and

(b) which prohibit the distribution of its or their income to its or their members

such body or bodies to be determined by the Members at the time of winding up.

6. MEMBERSHIP

6.1 The Members of the Company shall be those persons named in the Company's register of members from time to time.

6.2 Membership of the Company is open to:

6.2.1 any individuals aged 18 or over whom the Board decides to admit to membership; and

6.2.2 organisations whether incorporated or unincorporated, which the Board decides to admit to membership.

6.3 No person shall be admitted as a Member of the Company unless a majority of at least 75% of all existing Category A Members agree to admit that person as a Member.

6.4 Membership of the Company may not be transferred or transmitted to any other person save for a Permitted Transfer.

6.5 A register of names and Addresses of the Members shall be kept by the Directors.

6.6 Membership is terminated if:

6.6.1 a Member resigns by written notice to the Company, in accordance with Article 6.10.1; or

6.6.2 a Member is expelled in accordance with Article 6.10.2; or

6.6.3 being an individual, is the subject of a bankruptcy petition or order, or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bone fide reconstruction or amalgamation without insolvency); or

6.6.4 the Member dies or ceases to exist;

save where there is only one Member of the Company, provided that the Membership of any such sole Member shall continue until, but immediately terminate upon, a further Member being admitted to the Company.

6.7 Member Representatives

Each Member which is an organisation has the right to appoint one representative. At any time, by notice in writing to the Company, that Member may cancel the appointment of its representative and appoint another in their place(s). The Member must confirm the name of its representative at the Company's request. The representatives have the right to attend, vote and speak at general meetings of the Company and any vote given shall be valid unless prior to the vote the Company receives written notice ending the representative's authority.

6.8 Classes of membership

6.8.1 There shall be two classes of membership:

- (a) Category A Membership; and
- (b) Category B Membership.

6.8.2 Category A Membership shall be open to the Original Consortium Parties only.

6.8.3 Category B Membership shall be open to such persons as qualify for such membership pursuant to and in accordance with these Articles.

6.9 Rights and obligations of different classes of membership

6.9.1 Category A Members shall have the following rights:

- (a) to attend, speak and vote at general meetings of the Company;
- (b) to be consulted and to receive information relating to all matters relating to the activities of the Company which the Board may from time to time pursue; and
- (c) to receive such other rights and benefits as the Board may from time to time prescribe.

6.9.2 The following matters are reserved for a decision by the Category A Members which must be passed by obtaining (i) a majority vote of at least 75% (except for matters under Article 6.9.2(b) which shall be passed in accordance with Article 29 and company law procedure pursuant to the Act); and (ii) approval from the Board, failing which the Members agree such matters will not come into effect for the Company or allow to be actioned:

- (a) Wind up, or submit an application to wind up, the Company;
- (b) Alter or replace the Company's Articles of Association save that, where a material change is being made to Articles 3, 4 or 5, the Company must first seek the prior written consent of the Technology Strategy Board, such consent not to be unreasonably withheld;
- (c) Change the Company's registered name;
- (d) Appointment of a new Director;
- (e) Admit a new Member;
- (f) Expel any Member;
- (g) Incorporation or acquisition of any subsidiary company;
- (h) Borrow money or enter into a loan contract (excluding normal trading terms); and
- (i) Incur any capital expenditure in excess of £500,000 a year and in excess of £ 250,000 for any single item.

6.9.3 Each Member undertakes severally that they shall not use their power as Members to remove a Director (other than their permitted nominated director) or otherwise overturn a decision of the Board, unless and only to the extent the Company is in breach of the Collaboration Agreement.

6.9.4 Category B Members shall have the following rights:

- (a) to attend, speak and vote at general meetings of the Company on all matters other than those at Article 6.9.2 or the appointment of a Member Director, subject to the prior approval of the Chair and Category A Members; and
- (b) to be consulted and to receive information relating to such matters relating to the activities of the Company as the Board may from time to time pursue; and
- (c) to receive such other rights and benefits as the Board may from time to time prescribe.

6.10 Withdrawal and expulsion

6.10.1 A Member may withdraw from membership (the "**Withdrawing Member**") by giving six (6) months' written notice to the Board, subject to such conditions as the Board may reasonably decide are necessary to allow the Company to continue to operate and to allow the completion of any Projects being conducted by the Company or any Member at the date of withdrawal, including, but without prejudice to the generality:

- (a) the return to the Company of unused funding held by the Withdrawing Member in relation to a Project that will remain on-going (subject to contractual obligations) or the completion of Project activities;
- (b) the return to the Company of any Company equipment made available to the Withdrawing Member; and/or
- (c) the continued provision of facilities in connection with a Project that will remain on-going (but not in such manner as to cause the Withdrawing Member financial loss),

save that, no condition requiring positive action or the continued provision of facilities on the part of the Withdrawing Member can require the Withdrawing Member to take any action or provide any facilities more than six calendar months after the Withdrawing Member ceases to be a Member.

6.10.2 By a unanimous decision of all other Members, the Company may expel any Member without their consent by giving them written notice if, in the reasonable opinion of the other Members:

- (a) they are guilty of conduct which is reasonably considered to have had, or is likely to have, a Material Adverse Effect on the Company or bring the Company or any or all of the Members and Directors into disrepute; or
- (b) they have acted in a manner which is reasonably considered to be contrary to the interests of the Company as a whole; or
- (c) they have failed to observe the terms of these Articles; or
- (d) they are no longer a party to the Collaboration Agreement.

Following such expulsion, the Member shall be removed from the Register of Members.

7. CALLING GENERAL MEETINGS

7.1 The Directors may call a general meeting at any time, and on a requisition of members, pursuant to section 304 of the Act, shall forthwith proceed to convene a general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any member of the Company may call a general meeting. The Directors shall determine whether a general meeting is to be held as an electronic general meeting in place of or as well as a physical general meeting. The Directors may call general

meetings whenever and at such times and places (including electronic platforms) as they shall determine.

7.2 One or more Members satisfying the requirements under section 303 of the Act may require the Directors to call a general meeting in accordance with section 304 of the Act and the notice provisions in Article 7.4.

7.3 The Directors shall convene a general meeting at least once within each calendar year, which shall be called specifically, but not necessarily exclusively, for the purpose of reviewing the Company's activities and governance.

7.4 Notice

7.4.1 A general meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least twenty-one days' notice. All other general meetings shall be called by at least fourteen Clear Days' notice, subject to Article 7.4.2.

7.4.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, such Members being a majority who together represent not less than 90 percent of the total voting rights of the Members.

7.4.3 The notice must:

- (a) specify whether the meeting shall be an Electronic General Meeting in place of or in addition to the physical general meeting, the date, time and place of the meeting, details of any electronic platform for the meeting (which may vary from time to time and from meeting to meeting as the Directors in their sole discretion see fit), and the general nature of the business to be transacted;
- (b) contain a statement setting out the right of Members to appoint a proxy under section 324 of the Act and Article 9; and
- (c) be given to all the Members and Directors and auditors.

7.4.4 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company, provided that all Members were given such notice.

8. PROCEEDINGS AT GENERAL MEETINGS

8.1 Quorum

8.1.1 No business shall be transacted at any general meeting unless a quorum is present.

8.1.2 A Member, or any authorised representative of a Member organisation, shall be counted in the quorum.

8.1.3 A quorum shall comprise the number representing at least two thirds of all the Category A Members Present by their authorised representatives or their proxies.

8.1.4 If a quorum:

- (a) is not present within one hour from the time appointed for the meeting; or
- (b) ceases to be present during a general meeting

the meeting shall be adjourned and reconvened in accordance with Article 8.1.5.

- 8.1.5 The Directors must reconvene any meeting adjourned in accordance with Article 8.1.4 giving at least seven Clear Days' notice of the reconvened meeting, stating the date, time and place in the notice.
- 8.1.6 If no quorum is present at the reconvened meeting within thirty minutes of the time specified for the start of the reconvened meeting pursuant to Article 8.1.5, the Members present in person or by proxy at that time shall constitute the quorum for that meeting.

8.2 Electronic general meetings

- 8.2.1 The Directors may resolve to hold a general meeting as an electronic general meeting in place of or addition to a physical general meeting, and to allow Members entitled to attend a general meeting by electronic means. Those Members attending by electronic means and present at the electronic general meeting shall be counted in the quorum for, and entitled to vote at, the general meeting in question in addition to those Members present at the general meeting and attending the physical meeting location (if any). The meeting shall be duly constituted and its proceedings valid if the Chair is satisfied that adequate facilities are available throughout the electronic general meeting to ensure that Members attending the electronic general meeting who are not present together at the same place may, by electronic means, attend and speak and vote at it. Nothing in these articles prevents a general meeting being held either physically, electronically or as a hybrid of both.
- 8.2.2 The Directors, and at any electronic meeting the Chair, may make any arrangement and/or impose any requirement or restriction as is:
- 8.2.2.1 necessary to ensure the identification of those taking part and the security of the electronic communication: and
- 8.2.2.2 proportionate to those objectives;
- and in this respect the Company is able to authorise any voting application, system or facility for electronic meetings as it shall see fit.

8.3 Chair

- 8.3.1 General meetings shall be chaired by the Chair.
- 8.3.2 If there is no chair of a general meeting pursuant to Article 8.3.1 or they are not present within thirty minutes of the time appointed for the meeting, a Director nominated by the Directors at that meeting shall chair the meeting.
- 8.3.3 If there is only one Director present and willing to act as chair pursuant to Article 8.3.2, he shall chair the meeting.
- 8.3.4 If no Director is present and willing to chair the general meeting, pursuant to Articles 8.3.1 to 8.3.3, within thirty minutes after the time appointed for holding that general meeting, the Members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.
- 8.3.5 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution pursuant to Article 8.6.1.

8.4 Participation

The right of a Member to participate in the business of any general meeting shall include without limitation the right to speak, vote on a poll, be represented by a proxy, and have access (including electronic access) to all documents which are required by the Companies Acts or these articles to be made available the meeting.

8.5 Voting

- 8.5.1 Any vote at a general meeting other than an electronic meeting (in relation to which article 8.2.2 shall apply) shall be decided by a show of hands with each Member having one vote.
- 8.5.2 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.
- 8.5.3 Unless a poll is duly demanded, a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 8.5.4 If a poll is duly demanded every Member shall on a poll have one vote.

8.6 Adjourning Meetings

- 8.6.1 The Members present in person or by proxy at a meeting may resolve by Ordinary Resolution that the meeting shall be adjourned.
- 8.6.2 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 8.6.3 If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven Clear Days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

9. PROXIES

- 9.1 Any Member of the Company may nominate any person to act as its representative at any meeting of the Company by delivering, in accordance with Article 9.4, to the Company the requisite notice pursuant to Article 9.3.
- 9.2 A signed written notice (see Article 9.3) given to the Company by or on behalf of the appointer member will be conclusive evidence that the representative is entitled to represent the Member or that their authority has been revoked (see Article 9.4.2). The Company shall consider this written evidence as conclusive that the representative has been properly appointed by the Member or that such appointment has been revoked.

9.3 Notices

- 9.3.1 Proxies may only validly be appointed to partake in a general meeting by a notice in writing (a "proxy notice") which:
 - (a) states the name and Address of the Member appointing the proxy;
 - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which it relates.
- 9.3.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

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

9.3.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any resolutions put to the general meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

9.4 Delivery

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

9.4.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

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

9.4.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

10. **WRITTEN RESOLUTIONS OF MEMBERS**

10.1 A resolution in writing signed by the required majority of eligible Members of the Company who have the right to vote shall be effective provided that:

10.1.1 a copy of the proposed resolution has been sent to every eligible Member; and

10.1.2 it is contained in an authenticated Document which has been received at the Address specified in the resolution within the period of 28 days beginning with the circulation date.

10.2 A resolution in writing may comprise several copies to which one or more Members have signified their agreement.

10.3 In the case of a Member that is an organisation, its authorised representative may signify its agreement.

11. **DIRECTORS**

11.1 Each Director of the Company must be a natural person aged at least 18 years.

11.2 There will be a maximum of 10 Directors of the Company and not less than four at any time.

11.3 Each of the Directors must be appointed in accordance with Article 13 and shall be regarded as a Director of the Board.

11.4 Notwithstanding Article 11.2, in the event that the total number of Directors is less than four, or the requirements of Article 17.2.1 as to quorum cannot be fulfilled, the remaining Directors must not take any decision other than a decision:

11.4.1 subject to Article 6.10.2, to appoint further Directors; or

11.4.2 to call a general meeting so as to enable the Members to appoint further Directors.

12. POWER OF DIRECTORS

- 12.1 The Directors shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Companies Acts, the memorandum and the Articles, the Collaboration Agreement, the Grant Funding Agreement or any Special Resolution.
- 12.2 No alteration of the Articles or any Special Resolution shall have retrospective effect to invalidate any prior act of the Directors.
- 12.3 Any meeting of the Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors.
- 12.4 A Director may not appoint an alternate Director or anyone else to act on their behalf at meetings of the Board.
- 12.5 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of their powers.
- 12.6 The Directors may delegate any of their powers to a committee of people approved by the Board. They may also delegate to any officer, employee, professional or other adviser of the Company such of their powers as they consider desirable to be exercised by them. Any such delegation may be made subject to any conditions the Board may impose (at the Board's sole and absolute discretion) and either collaterally with or to the exclusion of their own powers and may be revoked or altered (at the Board's sole and absolute discretion). Subject to any such conditions, the proceedings of a committee shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.
- 12.7 All acts and proceedings of any committees, officers, employees, professionals or other advisers of the Company to whom the Board has delegated their powers in accordance with clause 12.6 above must be fully and promptly reported to the Board.

13. APPOINTMENT OF DIRECTORS

- 13.1 Subject to approval by the Category A Members in accordance with Article 6.9.2, the Board shall, by board resolution, appoint a person to be a Director subject to:
- 13.1.1 evidence of that person's willingness to act as a Director.
- 13.1.2 before voting to decide on the applicant(s), ensure that each applicant being considered would not be disqualified from acting under the provisions of Article 15;
- 13.1.3 ensuring that the appointment maintains or provides an overall balance of industry representation, independence and expertise of the Board and complies with the composition of the Board as set out in Articles 16.1.
- 13.2 The Board shall appoint from their number the Chair and Chief Executive Officer.

14. RETIREMENT OF DIRECTORS

- 14.1 A non-executive Director shall retire from office at the general meeting held in the fourth year following the year of their first appointment as a non-executive Director, except in the case of any first non-executive Directors whose appointment is stated for a period of less than four years, where

any such first non-executive Director shall retire from office at the general meeting held in the year at which their term of office as stated expires.

- 14.2 A retiring non-executive Director to whom Article 14.1 applies shall be eligible to continue in office for a further four year period provided that a non-executive Director shall not hold office for more than two four year periods. A re-elected non-executive Director shall retire from office at the general meeting held in the fourth year following the year of such re-election. Having so retired as a Director, unless that individual so retiring is elected Chair in terms of Article 14.7 they shall vacate office both as a Director and as a member of the Company and shall not be eligible to be elected again as a Director of the Company.
- 14.3 A non-executive Director may sit on the Board for a period of eight years at most.
- 14.4 Any Director resigning pursuant to Article 14.2 shall have their place as Director filled by such person as appointed in accordance with Article 13.
- 14.5 If the obligation upon the Directors in Article 14.1 would result in there being fewer than the minimum permitted number of Directors pursuant to Article 11.2, then the Directors to retire from office shall, unless otherwise agreed amongst themselves, be determined by lot and those Directors who do not retire shall retire at the next Board scheduled in accordance with Article 14.1, subject to the Articles.
- 14.6 If a Director is required to retire at a general meeting by a provision of the Articles the retirement shall take effect upon the conclusion of the meeting. An Executive Director shall vacate office as a Director and member of the Company.
- 14.6.1 at the conclusion for whatever reason of their employment with the Company; or
- 14.6.2 on their appointment being recalled by the Directors in terms of Article 6.9.1.2 thereof; or
- 14.6.3 if any of the provisions of article 14.2 apply.
- 14.7 The Chair shall be elected by the Directors of the Company. The Chair shall retire from office at the general meeting held in the fourth year following the year of their first appointment as Chair.
- 14.8 A retiring Chair shall be eligible to continue in office for a further four year period, provided that the Chair shall not hold office for more than two consecutive four year periods. A re-elected Chair shall retire from office at the general meeting held in the fourth year following the year of such re-election. On retiring, a Chair shall not be entitled to be re-elected as Chair or as a Director or as a Director and shall vacate office both as Director and as a member of the Company.
- 14.9 Without prejudice to Articles 11 or 15, the Company may by ordinary resolution of which notice has been give remove any Directors before expiration of their period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claims such Director may have for breach of any contract of services between them and the Company.
- 14.10 The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 14.9. Such appointment if a non-executive Director, shall be treated as being their first appointment.

15. **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- 15.1 A Director shall cease to hold office as soon as:
- 15.1.1 That person ceases to be a Director by virtue of any provision in the Companies Acts or is prohibited by law from being a Director;
- 15.1.2 a bankruptcy order is made against that person;

- 15.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 15.1.4 that person becomes incapable by reason of mental disorder, illness or injury of managing and administering their own affairs;
- 15.1.5 that person resigns as a Director by notice to the Company (but only if at least one Director will remain in office when the notice of resignation is to take effect);
- 15.1.6 that person is absent without the permission of the Directors from all their meetings held within a period of six consecutive months and the Directors resolve that the office be vacated; or
- 15.1.7 that person is either the Chief Executive Officer or the Chair and either (i) the Member to whom they are a Member Director has their Membership terminated in accordance with Article 8 or (ii) they are no longer a part of the Executive Management Team.

16. **BOARD COMPOSITION**

- 16.1 The Board shall comprise the following Directors;
 - 16.1.1 a maximum of 2 Member Directors nominated in accordance with Article 16.2;
 - 16.1.2 any member of the Executive Management Team appointed as a director by the Board in accordance with Article 13; and
 - 16.1.3 a majority of non-executive Directors with a minimum of three.
- 16.2 The Member Directors shall include at least One Member Director appointed in accordance with Articles 16.3 and 13.
- 16.3 Each Category A Member shall be entitled to nominate a representative to be appointed as a Member Director who they wish to be considered for appointment as a Member Director at an annual general meeting shall lodge with the Company a written notice of the representative nominated by them, signed by the Category A Member, at least seven days before the date of the annual general meeting.
- 16.4 Each Member Director shall retire from office as Member Director at the first annual general meeting following their appointment and they shall be eligible for reappointment at the first annual general meeting or other available opportunity following his appointment. If the Members, at the meeting at which a Member Director retires under this Article, does not fill the vacancy the retiring Member Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost.
- 16.5 A Member Director retiring at a meeting who is not reappointed shall retain office until the meeting appoints someone in their place or, if it does not do so, until the end of the meeting or of any adjournment thereof.
- 16.6 No person other than a Member Director retiring at the meeting shall be appointed or reappointed a Member Director at any general meeting unless not less than seven nor more than 14 Clear Days' before the date appointed for the meeting, notice executed by a Category A Member qualified to vote at the meeting has been given to the Company of his intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors together with notice executed by that person confirming their willingness to be appointed or reappointed.
- 16.7 A meeting of the Board must be held at least four times in any calendar year, and no more than approximately four calendar months shall lapse between each meeting.

16.8 The Directors may regulate the proceedings of the Board as they deem fit, subject to the provisions of the Articles.

17. **PROCEEDINGS OF THE BOARD**

17.1 Calling Meetings

17.1.1 Any Director may call a meeting of the Board, and the Secretary (if any) must call a meeting of the Board if requested to do so by a Director.

17.1.2 No less than fourteen days' notice must be given to the Directors, but notice need not be given to Directors who waive their entitlement to notice not more than seven days after the date on which the meeting was held; waivers given after the meeting has been held does not affect the validity of the meeting or any business conducted by it.

17.1.3 Where possible, relevant Documents should be sent to those persons entitled to attend the Board meeting at least five Business Days prior to such meeting.

17.1.4 Meetings of the Board may take place in person or by telephone conference call, video conference call, any electronic virtual platform or by any other collective electronic means approved from time to time by the Board.

17.2 Quorum

17.2.1 The quorum for meetings of the Board shall at all times have an attendance at any vote of the Board:

(a) the Chief Executive Officer or the Chair; and

(b) a minimum of three non-executive Directors

17.2.2 A meeting of the Board may be held by suitable electronic means agreed by the Directors in which each participant may communicate with all the other participants, and each participant shall be eligible to count in the quorum.

17.2.3 A Director shall not be counted in the quorum present when any decision is made about a matter upon which that Director is not entitled to vote.

17.2.4 If the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting in accordance with Article 11.4.

17.3 Chair

17.3.1 The Chair shall chair meetings of the Board unless such person is not present, in which case the Directors shall nominate a Director to chair such a meeting.

17.3.2 If no one has been appointed to chair meetings of the Board or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Directors present may appoint one of their numbers to chair that meeting.

17.3.3 The Chair shall be appointed and shall conduct themselves otherwise in accordance with Article 8.2.

17.4 Voting

17.4.1 Questions arising at a meeting of the Board shall be decided by a majority of votes with each Director having one vote, subject to anything to the contrary contained in the Articles.

17.4.2 In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.

17.5 The Chair may invite such persons as they deem prudent to attend a meeting of the Board and such persons may be invited to speak by the Directors, but shall have no right to vote.

18. **RESOLUTIONS**

18.1 A resolution in writing or in Electronic Form agreed by all of the Directors entitled to receive notice of a meeting of the Directors and to vote upon the resolution shall be valid and effectual as if it had been passed at a meeting of the Board duly convened and held.

18.2 The resolution in writing may comprise several Documents containing the text of the resolution in like form to each of which one or more Directors has signified their agreement.

19. **EXECUTIVE MANAGEMENT TEAM**

19.1 Pursuant to the power granted to the Board by Articles 12.6 and acting upon the recommendation of the Chief Executive Officer, the Board shall, to the extent that it is not already formed, form an Executive Management Team which shall operate in accordance with these Articles or otherwise as resolved by the Board (acting in its sole and absolute discretion) from time to time.

19.2 The Executive Management Team shall comprise of the following, who may be appointed to such positions from time to time:

19.2.1 the Chief Executive Officer;

19.2.2 any executive Director; and

19.2.3 any other person who has a senior position within the Company, as determined by the Chief Executive Officer.

19.3 The Executive Management Team will operate in accordance with all corporate governance guidelines, policies and delegated authority levels that shall be approved by the Board (acting in its sole and absolute discretion) as amended from time to time.

20. **DECLARATION OF INTERESTS AND TRANSACTIONS WITH DIRECTORS**

20.1 A Director must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

20.2 An Officer shall keep a register of the Directors' interests, which shall be updated periodically and be publically available.

21. **CONFLICTS OF INTEREST**

21.1 **Power to Authorise Conflicts**

21.1.1 The Directors may, in accordance with the requirements set out in this Article 21, authorise any Conflict proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching their duty under section 175 of the Act to avoid conflicts of interest.

21.1.2 Any authorisation under this Article 21 shall be effective only if:

- (a) the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles, or in such other manner as the Directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

21.2 **Conditions of Authorisation**

21.2.1 Any authorisation of a Conflict under this Article 21 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director shall or shall not be an eligible to vote in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, they shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent themselves from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.

21.2.2 Where the Directors authorise a Conflict, the Interested Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.

21.2.3 The Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

21.2.4 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

21.3 Powers of Conflicted Directors

- 21.3.1 Subject to sections 177(5), 177(6), 182(5) and 182(6) of the Act, and subject to Article 21.2.2, provided they have declared the nature and extent of their interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - (b) shall be an eligible to count within the quorum for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which they are interested;
 - (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any decision, in respect of such existing or proposed transaction or arrangement in which they are interested;
 - (d) may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if he were not a Director;
 - (e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, anybody corporate in which the Company is otherwise (directly or indirectly) interested; and
 - (f) shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.

21.4 Challenging Conflicts

- 21.4.1 Subject to Article 21.4.2, if a question arises at a meeting of the Board or of a committee of Directors as to the right of a Director to participate in the meeting, or part of the meeting, for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any Director other than the Chair is to be final and conclusive.
- 21.4.2 If any question as to the right to participate in the meeting, or part of the meeting, should arise in respect of the Chair, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chair is not to be counted as participating in the meeting, or that part of the meeting, for voting or quorum purposes.

21.5 Executive Management Team Conflicts

The Company will procure that the provisions of this Article 22 will apply to the Executive Management Team with suitable modifications as if the Executive Management Team was the Board.

22. VALIDITY OF DIRECTORS' DECISIONS

- 22.1 Subject to Article 22.2, all acts done by the Board, or of a committee of Directors, shall be valid notwithstanding the participation in any vote of a Director:

- 22.1.1 who was disqualified from holding office;

- 22.1.2 who had previously retired or who had been obliged by the constitution to vacate office;
- 22.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise,

if without:

- 22.1.4 the vote of that Director; and
- 22.1.5 the Director being counted in the quorum;

the decision has been made by a majority of the Directors at a quorate meeting.

22.2 Article 22.1 does not permit a Director or a connected person to keep any benefit that may be conferred upon them by a resolution of the Board or of a committee of Directors if:

- 22.2.1 the Director has not complied with Article 21; or
- 22.2.2 but for Article 22.1, the resolution would have been void.

23. **SEAL**

23.1 The Company does not have a Company seal

24. **ADVISORY GROUP**

24.1 Formation of the Advisory Group

24.1.1 The Company shall maintain an Advisory Group comprising the Non-Executive Director , the Chief Executive Officer, the Innovation Director of the Company and such other persons as are appointed to it pursuant to Article 24.2.1 ('**Advisory Group Members**'). The Advisory Group shall be co-chaired by * the Non-Executive Director and the Innovation Director of the Company.

24.2

24.2.1 Advisory Group Members can be appointed to the Advisory Group from time to time and on a meeting by meeting basis by the Non-Executive Director and the Innovation Director, save for the Non-Executive Director the CEO, and the Innovation Director of the Company who shall be appointed to the Advisory Group automatically.

24.3 Proceedings of the Advisory Group

- 24.3.1 The Advisory Group shall meet together at least quarterly.
- 24.3.2 Except as otherwise provided for by these Articles and the Collaboration Agreement, the Advisory Group shall govern its own proceedings and shall prescribe its own quorum.
- 24.3.3 The Advisory Group shall cause minutes to be made:
 - (a) of the names of the members present at each Advisory Group meeting; and
 - (b) of all proposals received and recommendations made by the Advisory Group to the Board.

25. **MINUTES**

25.1 The Directors must keep minutes of all:

- 25.1.1 appointments of Officers made by the Directors;
- 25.1.2 proceedings at general meetings of the Company;
- 25.1.3 meetings of the Board and committees of Directors including:
 - (a) the names of the Directors present at the meeting;
 - (b) the decisions made at the meetings; and
 - (c) where appropriate the reasons for the decisions.

26. **ACCOUNTS**

- 26.1 The Directors must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the UK Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
- 26.2 The Directors must keep accounting records as required by the Companies Acts.

27. **MEANS OF COMMUNICATION**

- 27.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for Documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 27.2 Any notice to be given to or by any person pursuant to the Articles:
 - 27.2.1 must be in writing; or
 - 27.2.2 must be given in Electronic Form.
- 27.3 The Company may give any notice to a Member either;
 - 27.3.1 personally; or
 - 27.3.2 by sending it by post in a prepaid envelope addressed to the Member at his or her Address; or
 - 27.3.3 by leaving it at the Address of the Member; or
 - 27.3.4 by giving it in Electronic Form to the Member's Address; or
 - 27.3.5 by placing the notice on a website and providing the Member with a notification in writing or in Electronic Form of the presence of the notice on the website. The notification must state that it concerns a notice of a Company meeting and must specify the place date and time of the meeting where applicable.
- 27.4 A Member who does not register an Address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.
- 27.5 A Member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 27.6 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

27.7 Proof that an Electronic Form of notice was given shall be conclusive where the Company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Act.

27.8 In accordance with section 1147 of the Act notice shall be deemed to be given:

27.8.1 48 hours after the envelope containing it was posted; or

27.8.2 in the case of an Electronic Form of communication, 48 hours after it was sent.

28. **INDEMNITY**

28.1 Subject to Article 28.2, but without prejudice to any indemnity to which a relevant Director is otherwise entitled:

28.1.1 each relevant Director shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant Director in the actual or purported execution and/or discharge of their duties, or in relation to them including any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their capacity as a relevant Director, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated Company's) affairs; and

28.1.2 the Company may provide any relevant Director with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in Article 29.1.1 and otherwise may take any action to enable any such relevant Director to avoid incurring such expenditure.

28.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.

28.3 In this Article 28, a "relevant Director" means any Director or former Director or employee or former employee of the Executive Management Team of the Company.

28.4 The Company may indemnify an auditor against any liability incurred by them:

28.4.1 in defending proceedings (whether civil or criminal) in which judgment is given in their favour or they are acquitted; or

28.4.2 in connection with an application under section 1157 of the Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to them by the Court.

28.5 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss in this Article 28, where "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that relevant Director's duties or powers in relation to the Company.

29. **CHANGES TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION**

Any alteration to the Articles may be made only in accordance with Article 6.9.2(b) at a general meeting of the Company called in accordance with Article 8.

END