

Company Number: 10630791

THE COMPANIES ACT 2006

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PRIVATE COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION  
OF

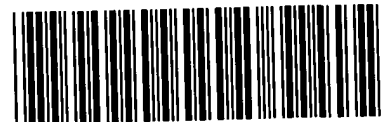
THRIFT RETAIL LTD

(Adopted by a special resolution passed on 23 / 08 / 2019)

SHOOSMITHS

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WEDNESDAY



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Company Number: 10630791

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**THRIFT RETAIL LTD**

**1 MODEL ARTICLES**

- 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.

**2 INTERPRETATION**

- 2.1 In these Articles, unless the context otherwise requires, the following words have the following meanings:

<b>"Acting in Concert"</b>	has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers for the time being in force;
<b>"Adoption Date"</b>	the date these articles were adopted by the Company;
<b>"Address"</b>	includes a number or address used for the purposes of sending or receiving Documents or information, including by Electronic Means;
<b>"Appointor"</b>	has the meaning given to it in Article 26.1.1;
<b>"Arrears"</b>	means in relation to any Share, all arrears of any dividend or other sums payable in respect of that Share, whether or not earned or declared and 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;
<b>"Articles"</b>	means these Articles of Association;

<b>"Associate"</b>	<p>in relation to a Shareholder:</p> <p>(a) who is an individual, any of his Relations, Family Trusts or the trustees of those Family Trusts; or</p> <p>(b) that is a company, any Member of the Same Group.</p>
<b>"Authenticated"</b>	means (subject to section 1146 of the Companies Act) authenticated in such manner as the Board may in its absolute discretion determine;
<b>"Available Profits"</b>	means profits available for distribution within the meaning of part 18 of the Companies Act;
<b>"Bad Leaver"</b>	a Departing Employee Shareholder who becomes a Departing Employee Shareholder in circumstances where he is (i) not a Good Leaver or an Early Leaver or (ii) where in the reasonable opinion of the Board the Departing Employee Shareholder subsequently breaches any applicable restrictive covenants (whether in any shareholders' agreement and/or any employment contract, service agreement or appointment letter (as the case may be));
<b>"Board"</b>	the board of Directors from time to time and any committee of such board constituted for the purpose of taking any action or decision contemplated by these Articles;
<b>"Business Day"</b>	a day (other than a Saturday, Sunday or public holiday) when clearing banks in the City of London are open for the transaction of non-automated banking business;
<b>"Buyer"</b>	has the meaning given to it in Article 21.1;
<b>"Called Shareholders"</b>	has the meaning given to it in Article 22.1;
<b>"Called Shares"</b>	has the meaning given to it in Article 22.2.1;
<b>"Capitalised Sum"</b>	has the meaning given to it in Article 30.1.1;
<b>"Cause"</b>	means (a) the lawful termination of their contract of employment without notice or payment in lieu of notice as a consequence of their gross misconduct; and/or (b) their fair dismissal pursuant to section 98(2)(a)(capability) and/or section 98(2)(b)(conduct) of the Employment Rights Act 1996;
<b>"Chairman"</b>	has the meaning given to it in Article 27.6;
<b>"Chairman of the Meeting"</b>	has the meaning given to it in Article 31.3.3;

<b>"Companies Act"</b>	the Companies Act 2006 (as amended, consolidated and restated from time to time);
<b>"Company"</b>	Thrift Retail Ltd, a limited company registered in England & Wales with company number 10630791;
<b>"Conditions"</b>	has the meaning given in Article 7.3;
<b>"Compulsory Notice"</b>	<b>Transfer</b> a notice given by a Shareholder to the Company appointing the Company the agent of the Shareholder with full power to transfer specified Shares to such person (other than the departing Shareholder) and on such terms (except where these Articles specify otherwise) as the Board deems reasonable and appropriate;
<b>"Controlling Interest"</b>	means an interest in Shares giving to the holder or holders control of the Company within the meaning of section 995 of ITA 2007;
<b>"Conversion Date"</b>	has the meaning given in Article 7.6;
<b>"Conversion Ratio"</b>	has the meaning given in Article 7.7;
<b>"Deferred Shares"</b>	means the deferred shares of £0.0001 each in the capital of the Company from time to time;
<b>"Deferred Conversion Date"</b>	means the date that the Employees Shares convert into Deferred Shares pursuant to Article 18.5.2;
<b>"Departing Employee Shareholder"</b>	an Employee Shareholder who ceases to be a director or Employee of the Company and who does not continue as, or become, a director or Employee of any other Group Company;
<b>"Director"</b>	a director of the Company from time to time;
<b>"Distribution Recipient"</b>	has the meaning give to it in Article 29.2.2;
<b>"Document"</b>	includes summons, notice, order or other legal process and registers;
<b>"Drag Along Notice"</b>	has the meaning given to it in Article 22.2;
<b>"Drag Along Option"</b>	has the meaning given to it in Article 22.1;
<b>"Early Leaver"</b>	a Departing Employee Shareholder who becomes a Departing Employee Shareholder between the Adoption Date and the third anniversary of the Adoption Date in circumstances where he is not a Good Leaver and not a Departing Employee Shareholder who (a) is a Departing Employee Shareholder as a consequence of that person's dismissal as an Employee for Cause; or (b) is a Departing Employee Shareholder who was classified

	as an Early Leaver but who (in the reasonable opinion of the Board) subsequently breaches any applicable restrictive covenants (whether in any shareholders' agreement and/or any employment contracts, service agreement or appointment letter (as the case may be));
<b>"Effective Termination Date"</b>	means the date on which the Employee Shareholder's employment or consultancy terminates;
<b>"EIS"</b>	the Enterprise Investment Scheme effected pursuant to Part 5 Income Tax Act 2007 and Schedule 5B Taxation of Chargeable Gains Act 1992;
<b>"Electronic Form" and "Electronic Means"</b>	have the meanings given to them in section 1168 of the Companies Act;
<b>"Employee"</b>	means an individual who is employed by or who provides consultancy services to the Company or any member of the Group;
<b>"Employee Shareholder"</b>	the Founder;
<b>"Employee Shares"</b>	in relation to an Employee Shareholder means all Shares held by: <ul style="list-style-type: none"> <li>(a) the Employee Shareholder in question; and</li> <li>(b) any Permitted Transferee of that Employee Shareholder other than those Shares held by those persons that the Board declares itself satisfied were not acquired directly or indirectly from the Employee Shareholder or by reason of that person's relationship with the Employee Shareholder;</li> </ul>
<b>"Equity Securities"</b>	has the meaning given in sections 560(1) to (3) inclusive of the Companies Act;
<b>"Equity Shares"</b>	means the Shares other than the Deferred Shares;
<b>"FA"</b>	the Finance Acts 1994 to 2019 inclusive (including the Finance (No 2) Act 2015 and the Finance (No.2) Act 2017);
<b>"Fair Value"</b>	has the meaning given in Article 19.1;
<b>"Family Trusts"</b>	in relation to an individual Shareholder, a trust or settlement set up wholly for the benefit of that individual Shareholder and/or his Relations;
<b>"Fractional Holders"</b>	has the meaning given in Article 7.11;
<b>"Founder"</b>	means Joseph Metcalfe of 10 Long Mill, Mumford Mills,

Greenwich High Road, London, SE10 8NG;

<b>"Fully Paid"</b>	means, in relation to a Share, that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;
<b>"Fund"</b>	means the Fuel Ventures EIS Portfolio 2 discretionary managed fund;
<b>"FV Investor Director"</b>	means such director of the Company nominated by the Fund Nominee
<b>"Fund Manager"</b>	means a person whose principal business is to make, manage or advise upon investments in securities;
<b>"Fund Nominee"</b>	means the Fund's nominee from time to time;
<b>"Fund Nominee Shares"</b>	means Ordinary Shares registered in the name of the Fund Nominee;
<b>"FV Manager"</b>	Sapphire Capital Partners LLP, a limited liability partnership registered in Northern Ireland under number NC000562 whose registered office is at 28 Deramore Park, Malone, Belfast BT9 5JU;
<b>"Good Leaver"</b>	<p>an Employee Shareholder who becomes a Departing Employee Shareholder for one of the following reasons:</p> <ul style="list-style-type: none"><li>(a) the Effective Termination Date falls three or more years after the Adoption Date;</li><li>(b) that person's death or the death of that person's spouse or minor child;</li><li>(c) they are admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983;</li><li>(d) they suffer a Permanent Incapacity; or</li><li>(e) they retire at normal retirement age,</li></ul> <p>PROVIDED ALWAYS that the Departing Employee Shareholder is not a Departing Employee Shareholder who was classified as a Good Leaver but who (in the reasonable opinion of the board) subsequently breaches any applicable restrictive covenant (whether in any shareholders' agreement and/or any employment contracts, service agreement or appointment letter (as the case may be));</p>
<b>"Group"</b>	the Company and each and any of its subsidiaries from time to time, and "Group Company" shall be construed



accordingly;

<b>“Group Company Interest”</b>	has the meaning given in Article 28.8;
<b>“Hard Copy Form”</b>	has the meaning given in section 1168 of the Companies Act;
<b>“Holder”</b>	in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares;
<b>“Holding Company”</b>	has the meaning given to it in the Companies Act;
<b>“Independent Expert”</b>	the auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants appointed, and whose terms of appointment are agreed, by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (in each case acting as an expert and not as an arbitrator);
<b>“Instrument”</b>	means a Document in Hard Copy Form;
<b>“Interested Directors”</b>	has the meaning given to it in Article 28.3.2;
<b>“Investors”</b>	means the TP Investor and the Fund Nominee;
<b>“Investor Consent”</b>	means the prior written consent of the TP Manager or the TP Investor Director, on behalf of the TP Investor;
<b>“IPO”</b>	a listing of the Shares on a recognised investment exchange or other active secondary market;
<b>“Issue Price”</b>	in respect of any Share, the subscription price paid (or agreed to be paid) in respect of that Share, including any share premium;
<b>“ITA 2007”</b>	the Income Tax Act 2007;
<b>“Leaver’s Percentage”</b>	means, in relation to and for the purposes of determining the number of Employee Shares that are required (pursuant to Article 18) to be transferred or converted into Deferred Shares (as applicable) as a result of an Employee Shareholder becoming a Departing Employee Shareholder, the percentage (rounded to the nearest two decimal places) as calculated using the formula below:

$$66 \frac{2}{3} - ((\frac{1}{24} \times (66 \frac{2}{3})) \times NM),$$

where NM = number of full calendar months from the first anniversary of the Adoption Date to the Effective Termination Date such that the Leaver’s Percentage shall be zero on the first day of the 25th month after the

	first anniversary of the Adoption Date and thereafter;
<b>"Liquidation"</b>	a return of capital on liquidation or otherwise (except on a purchase by the Company of any Shares or on a Sale);
<b>"any Member of the same Fund Group"</b>	means if the Shareholder is a fund, partnership, company, syndicate or other entity whose principal business is to make investments in securities or whose business is managed by a Fund Manager (each an "Investment Fund") or is a nominee of that Investment Fund: <ul style="list-style-type: none"> <li>(a) any participant or partner in or member or shareholder 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 properly approved distribution of assets of the Investment Fund);</li> <li>(b) any other Investment Fund managed or advised by that Fund Manager or a Member of the Same Group as that Investment Fund or Fund Manager;</li> <li>(c) any Parent Undertaking or Subsidiary Undertaking of that Investment Fund or Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Investment Fund or Fund Manager; or</li> <li>(d) any Parent Undertaking, Subsidiary Undertaking, trustee, nominee or custodian of such Investment Fund and vice versa;</li> </ul>
<b>"Member of the Same Group"</b>	as regards any company, a Subsidiary of that company, a company which is from time to time its Holding Company, and any other Subsidiary of any such Holding Company;
<b>"New Securities"</b>	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;
<b>"New Shareholder"</b>	has the meaning given to it in Article 22.12;
<b>"Objects"</b>	has the meaning given to it in Article 3.4;
<b>"Offer"</b>	has the meaning given to it in Article 21.2;
<b>"Offer By Way of Rights"</b>	has the meaning given in Article 7.13;
<b>"Offer Notice"</b>	has the meaning given to it in Article 21.3;

<b>“Offer Period”</b>	has the meaning given to it in Article 21.3;
<b>“Offer Shares”</b>	has the meaning given to it in Article 21.3.4;
<b>“Option Plan”</b>	means the employee share option plan(s) of the Company in force immediately prior to the Adoption Date, or otherwise as has been approved with the prior written consent of the FV Manager and TP Manager;
<b>“Ordinary Resolution”</b>	has the meaning given in section 282 of the Companies Act;
<b>“Ordinary Shares”</b>	the ordinary shares of £0.0001 each in the capital of the Company;
<b>“Paid”</b>	means paid or credited as paid;
<b>“Permanent Incapacity”</b>	means any sickness, injury or other medical disorder or condition which permanently prevents an Employee Shareholder from carrying out his duties as a director or employee;
<b>“Permitted Transferee”</b>	in relation to: <ul style="list-style-type: none"> <li>(a) a Shareholder that is a company, any Member of the Same Group as that company;</li> <li>(b) a Shareholder who is an individual, any of his Privileged Relations or the trustees of a Family Trust; and</li> <li>(c) in relation to an Investor: (i) to any Member of the Same Group; or (ii) to any Member of the Same Fund Group; or (iii) to a nominee of that Investor or (iv) to the beneficial owners who have beneficial ownership in the Shares for which the Investor is registered as the legal owner;</li> </ul>
<b>“Privileged Relation”</b>	in relation to a Shareholder who is an individual Shareholder (or a deceased or former individual Shareholder) means a spouse, civil partner (as defined in the Civil Partnerships Act 2004), child or grandchild (including step or adopted or illegitimate child and their issue);
<b>“Persons Entitled”</b>	has the meaning given to it in Article 30.1.1b);
<b>“Proceeds of Sale”</b>	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 approved by Investor Consent;

<b>“Proposed Buyer”</b>	has the meaning given to it in Article 22.1;
<b>“Proposed Transfer”</b>	has the meaning given to it in Article 21.1;
<b>“Proxy Notice”</b>	has the meaning given to it in Article 32.4.1;
<b>“Relation”</b>	the spouse, civil partner, widow or widower of a Shareholder and the Shareholder's children and grandchildren (including step and adopted children), and step and adopted children of the Shareholder's children;
<b>“Relevant Period”</b>	means the three year period following the Adoption Date;
<b>“Restricted Shares”</b>	has the meaning given in Article 18.7;
<b>“Sale”</b>	the acquisition of a Controlling Interest in the Company by a single buyer or one or more buyers as part of a single transaction or a series of related transactions;
<b>“Sale Consideration”</b>	the total proceeds of sale offered to the holders of Ordinary Shares on a Sale (assuming full acceptance of the offer by such holders), taking into account the holders of warrants and options who exercise their rights or whose rights are sold in connection with the offer;
<b>“Sale Date”</b>	has the meaning given to it in Article 21.3;
<b>“Seed Ordinary Shares”</b>	means the seed ordinary shares of £0.0001 each in the capital of the Company;
<b>“Seller”</b>	a transferor of Shares;
<b>“Sellers’ Shares”</b>	has the meaning given to it in Article 22.1;
<b>“Selling Shareholders”</b>	has the meaning given to it in Article 22.1;
<b>“Shareholder(s)”</b>	a Holder of Shares;
<b>“Share Sale”</b>	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;

<b>"Shares"</b>	shares in the capital of the Company from time to time and Share means any one of them;
<b>"Special Resolution"</b>	has the meaning given in section 283 of the Companies Act;
<b>"Specified Price"</b>	has the meaning given to it in Article 21.2;
<b>"Stakeholder Interests"</b>	has the meaning given to it in Article 23.2;
<b>"Subsidiary"</b>	shall have the meaning given to it in the Companies Act and a company shall be treated, for the purposes only of the membership requirement contained in subsection 1159(1)(b) and (c) of the Companies Act, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee;
<b>"Subsidiary Undertaking" and "Parent Undertaking"</b>	have the respective meanings set out in sections 1159 and 1162 of the Companies Act;
<b>"TP Investor"</b>	means TP Nominees Limited, having company number 07839571;
<b>"TP Manager"</b>	Triple Point Investment Management LLP, having company number OC321250;
<b>"TP Investor Director"</b>	means such director of the Company nominated by the TP Investor;
<b>"Transmittee"</b>	means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law;
<b>"Unvested"</b>	means those Shares which are required to be transferred or converted into Deferred Shares under Article 18.5;
<b>"Vested"</b>	means those Shares which are not required to be transferred or converted into Deferred Shares under Article 18.5;
<b>"Writing" or "Written"</b>	means printing, typewriting, lithography, photography and any other mode or modes of representing or reproducing words, symbols or other information in a legible and non-transitory form, including (subject to the provisions of the Companies Act) in Electronic Form.

- 2.2 References to the bankruptcy or insolvency of a person or the appointment of a liquidator, administrator or administrative receiver, or entry into compositions or arrangements with creditors shall include any analogous events or proceedings in any relevant jurisdiction.

2.3 References to a person shall include a natural person, body corporate or unincorporated body as the context requires.

2.4 Words importing the singular include the plural and vice versa, and words importing any gender include any other gender.

### **3 OBJECTS AND MISSION**

3.1 Company purposes and mission:

3.1.1 The purposes of the Company are to promote the success of the Company for the benefit of its Shareholders as a whole and, through its business and operations, to have a material positive impact on society and the environment, taken as a whole.

3.1.2 The mission of the Company is to use technology to help charities better serve the next generation of donors and shoppers.

3.2 Company values:

3.2.1 Triple Bottom Line (3Ps): we recognise that we are operating in an environment, partnering with organisations, and serving individuals where profit is not a priority. The Company shall therefore consider the impact of its decisions not only on its shareholders, but also on its employees, customers, suppliers, community, and the environment. This approach reflects the value of a benefit corporation by considering people, planet and profit (the "3 Ps");

3.2.2 Seller centricity: we recognise that we are only able to achieve our mission through the generosity of our sellers. We shall strive to fully understand their needs and build a service that fulfils these needs to the fullest extent possible; and

3.2.3 Financial transparency: as a company, we need to be profitable in order to survive, invest, improve and grow. However, we recognise that finances can be a source of distrust. We shall therefore ensure appropriate transparency to maintain the trust of our sellers and charities.

3.3 Nothing in this Article 3 expressly or impliedly, is intended to or shall create or grant any right or cause of action to, by or for any person (other than the Company).

3.4 The objects of the Company (the "Objects") shall be:

3.4.1 to carry on trade or business in the provision, and to otherwise facilitate and support, the donation and sale of second-hand fashion, specifically by the provision of a postal or on-demand donation service coupled with an online marketplace, to enable the improved efficacy of funding charitable causes via charity retail income; and

3.4.2 to carry on any other trade or business whatever which can in the opinion of the directors be advantageously carried on in connection with, ancillary to, or which may be deemed to be incidental or conducive to the whole or any part of the Company purposes referred to in Article 3.1.1.

3.5 Each of the Objects shall be given the widest interpretation and shall not be restrictively construed.

- 3.6 Each of the Objects shall be construed separately to and independently from the other objects and shall not be deemed to be subsidiary or ancillary to the other objects and powers contained in these Articles.
- 3.7 Except as otherwise required by law or the Articles, the Company's affairs shall be conducted in accordance with Articles 3.1 and 3.2.
- 3.8 Notwithstanding anything to the contrary in these Articles, no change that has the effect of repealing, amending or otherwise affecting the operation of Article 3 (including any provision of Article 3) may be made otherwise than by a resolution obtaining the affirmative vote of shareholders present in person or proxy at a general meeting, or by the written resolution of shareholders, in either case holding at least 90% of the then-issued shares in the Company.

## **SHARE CAPITAL**

### **4 CLASSES OF SHARES**

- 4.1 The share capital of the Company at the date of adoption of these Articles is divided into Ordinary Shares with a nominal value of £0.0001 each, Seed Ordinary Shares with a nominal value of £0.0001 each and Deferred Shares with a nominal value of £0.0001, each having the rights set out in these Articles.
- 4.2 The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them.

## **SHARE RIGHTS**

### **5 DIVIDEND RIGHTS**

- 5.1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 5.
- 5.2 Any Available Profits which the Company may determine, with Investor Consent, to distribute in respect of any Financial Year will be distributed among the holders of the Deferred Shares and the Equity Shares so that the holders of Deferred Shares receive £1.00 (as a class), payment of which may be made to any holder of Deferred Shares on behalf of the class, and the remainder of the Available Profits will be distributed to 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.
- 5.3 Subject to the Act and these Articles, the Board may, provided Investor Consent is given, pay interim dividends if justified by the Available Profits in respect of the relevant period, payment of which will be in the manner set out in Article 5.2.
- 5.4 Every dividend shall accrue on a daily basis assuming a 365 day year. All dividends are expressed net and shall be paid in cash.
- 5.5 Article 31(1) of the Model Articles shall be amended by:
- 5.5.1 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

- 5.5.2 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".

## **6 RETURN OF CAPITAL RIGHTS**

- 6.1 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 ("**Net Proceeds**") shall be applied (to the extent that the Company is lawfully permitted to do so):

- 6.1.1 first 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);
- 6.1.2 second, in paying a sum equal to £X plus £100 (where X is an amount equal to the aggregate Issue Price of all the Seed Ordinary Shares in issue at the relevant time plus any Arrears (if any) on the Seed Ordinary Shares (as the case may be) due or declared but unpaid down to the date of the return of assets ("**Due Dividend**") to be distributed as to 0.0001% to the holders of the Ordinary Shares pro-rata according to the number of Ordinary Shares held by them and as to the balance to the holders of the Seed Ordinary Shares such that each holder of Seed Ordinary Shares receives in respect of each Seed Ordinary Share held the Issue Price of that Seed Ordinary Share plus the amount of any Due Dividend and providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 6.1.2, the Net Proceeds shall be distributed amongst the holders of Ordinary Shares and Seed Ordinary Shares pro rata to the amount they would otherwise have received hereunder;
- 6.1.3 thereafter the balance of the Net Proceeds, if any, shall be distributed as to 0.0001% to the holders of the Seed Ordinary Shares pro rata according to the number of Seed Ordinary Shares held by them and as to the balance to the holders of the Ordinary Shares on a pro-rata basis according to the number of such shares held by them as if they constituted one class of share immediately prior to the commencement of the winding up (in the case of a winding up) or the return of capital (in any other case),

PROVIDED always that:

- a) if on a liquidation or a return of capital event the holders of the Seed Ordinary Shares would receive a greater amount per Seed Ordinary Share if Articles 6.1.1 to 6.1.3 (inclusive) did not apply on such liquidation or capital event and instead the surplus assets available after payment of the Company's liabilities were distributed to the holders of the Seed Ordinary Shares and Ordinary Shares on a pro-rata basis according to the number of such shares held by them as if they constituted one class of share immediately prior to the commencement of the winding up (in the case of a winding up) or the return of capital (in any other case), then Articles 6.1.1 to 6.1.3 (inclusive) will not apply and instead the surplus assets available after payment of the Company's liabilities shall be distributed to the holders of the Seed Ordinary Shares and Ordinary Shares on a pro-rata basis according to the number of such shares held by them as if they constituted one class of share immediately prior to the commencement of the winding up (in the case of a winding up) or the return of capital (in any other case); and



- b) this Article 6 is subject to the limits in Article 9.

## **7 EXIT PROVISIONS**

- 7.1 On a Share Sale the Proceeds of Sale shall be distributed in the order of priority set out in Article 6 (but will not be subject to the limits in Article 9) 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:

7.1.1 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 6; and

7.1.2 the Shareholders shall take any action required by Investor Consent to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 6.

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 6 (but will not be subject to the limits in Article 9).

- 7.2 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 6 provided always that:

7.2.1 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 Investor Consent (including, but without prejudice to the generality of this Article 7.2, actions that may be necessary to put the Company into voluntary liquidation) so that Article 6 applies; and

7.2.2 this Article 7.2 is subject to the limits in Article 9.

- 7.3 Any holder of Seed Ordinary Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the fully paid Seed Ordinary Shares held by them at any time and those Seed Ordinary 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 Seed Ordinary Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the "**Conditions**").

- 7.4 All of the fully paid Seed Ordinary Shares shall automatically convert into Ordinary Shares immediately upon the occurrence of an IPO.

- 7.5 In the case of (i) Article 7.3, not more than five Business Days after the Conversion Date or (ii) in the case of Article 7.4, at least five Business Days prior to the occurrence of the IPO, each holder of the relevant Seed Ordinary Shares shall deliver the certificate (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Seed Ordinary Shares being converted to the Company at its registered office for the time being.

- 7.6 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 7.3, 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.

- 7.7 On the Conversion Date, the relevant Seed Ordinary 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 Seed Ordinary Shares 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.
- 7.8 The Company shall on the Conversion Date enter the holder of the converted Seed Ordinary 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 Seed Ordinary Shares in accordance with this Article, the Company shall within 10 Business Days of the Conversion Date forward to such holder of Seed Ordinary 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.
- 7.9 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 Seed Ordinary Shares falling to be converted a dividend equal to all Arrears and accruals of dividends in relation to those Seed Ordinary 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.
- 7.10 The Conversion Ratio shall from time to time be adjusted in accordance with the provisions of this Article:
- 7.10.1 if Seed Ordinary 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 Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each holder of Seed Ordinary Shares 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;
- 7.10.2 if Seed Ordinary 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 Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each holder of Seed Ordinary Shares 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.
- 7.11 If any holder of Seed Ordinary Shares 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.

- 7.12 If a doubt or dispute arises concerning an adjustment of the Conversion Ratio in accordance with Article 7.10, or if so requested by Investor Consent, 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.
- 7.13 If Seed Ordinary Shares remain capable of being converted into new Ordinary Shares and Ordinary Shares are offered by the Company by way of rights to holders of Ordinary Shares (an "**Offer By Way of Rights**"), the Company shall on the making of each such offer, make a like offer to each holder of Seed Ordinary Shares as if immediately before the record date for the Offer By Way Of Rights, his Seed Ordinary Shares had been converted into fully-paid Ordinary Shares at the then applicable Conversion Ratio.

## **8 VOTES IN GENERAL MEETING AND WRITTEN RESOLUTIONS**

- 8.1 Equity Shares shall confer on each holder of Equity 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.
- 8.2 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.
- 8.3 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 PROVIDED always that this Article 8.3 is subject to the limits in Article 9.
- 8.4 No voting rights attached to a share which is nil paid or partly paid may be exercised:
- 8.4.1 at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or
- 8.4.2 on any proposed written resolution,
- unless all of the amounts payable to the Company in respect of that share have been paid.

## **9 50% CAPS ON CORPORATE SHAREHOLDERS AND THEIR CONNECTED PERSONS**

- 9.1 The limitations in this Article 9 shall apply to:
- 9.1.1 any Shareholder that is a "company" for the purpose of the independence requirement in section 296(2) of the ITA ("**Corporate Shareholder**"); and
- 9.1.2 any Shareholder that is a *Connected Person* in relation to that Corporate Shareholder (a "**Relevant Connected Person**").

- 9.2 At any time on a liquidation or other return of capital event (including the redemption or repurchase of Shares) the aggregate amount payable to any Corporate Shareholder and all of its Relevant Connected Persons shall not exceed 50% of the assets of the Company available for distribution amongst the participants (as defined in section 454 of CTA 2010) of the Company at that time.
- 9.3 At any time, on a distribution of any profits of the Company by way of dividend or otherwise (including on the redemption or repurchase of Shares) no distribution shall be made to any Corporate Shareholder and all of its Relevant Connected Persons if, and to the extent that, the aggregate amount that would (but for this Article 9.3) be payable to that Corporate Shareholder and its Relevant Connected Persons would exceed 50% of the total amount of the profits of the Company available for distribution at that time.
- 9.4 At any time the aggregate number of votes attaching to all the Shares held by any Corporate Shareholder and all of its Relevant Connected Persons shall be restricted to the lower of:
- 9.4.1 49.99% of the votes attaching to all Shares; and
- 9.4.2 the total number of votes that would have been conferred on such Shareholders if this Article 9.4 did not apply.

## **10 SHARES**

- 10.1 All Shares to be fully paid up
- 10.1.1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be Paid to the Company in consideration for its issue.
- 10.1.2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.
- 10.2 Powers to issue different classes of Share
- 10.2.1 Subject to the Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution.
- 10.2.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.
- 10.3 Company not bound by less than absolute interests
- Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the Holder's absolute ownership of it and all the rights attaching to it.
- 10.4 Share certificates
- 10.4.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 10.4.2 Every certificate must specify:

- a) in respect of how many Shares, of what class, it is issued;
- b) the nominal value of those Shares;
- c) that the Shares are fully Paid; and
- d) any distinguishing numbers assigned to them.

10.4.3 No certificate may be issued in respect of Shares of more than one class.

10.4.4 If more than one person holds a Share, only one certificate may be issued in respect of it.

10.4.5 Certificates must:

- a) have affixed to them the Company's common seal, or
- b) be otherwise executed in accordance with the Companies Act.

## 10.5 Replacement share certificates

10.5.1 If a certificate issued in respect of a Shareholder's Shares is:

- a) damaged or defaced, or
- b) said to be lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

10.5.2 A Shareholder exercising the right to be issued with such a replacement certificate:

- a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

## 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 the aggregate sum of 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:

11.2.1 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

11.2.2 give, on behalf of such holder, consent to the cancellation of such Deferred Shares; and/or

11.2.3 purchase such Deferred Shares in accordance with the Companies 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 FURTHER ISSUES OF SHARES

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

12.2 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 to all holders of Equity Shares (subject to Article 18.7) (the "**Subscribers**") on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro rata basis to the number of Equity Shares (as if the Equity Shares constituted one and the same class) held by those holders (as nearly as may be without involving fractions). The offer:

12.2.1 shall be in writing, be open for acceptance from the date of the offer to the date 10 Business Days after the date of the offer (inclusive) (the "**Subscription Period**") and give details of the number and subscription price of the New Securities; and

12.2.2 may stipulate that any Subscriber who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities ("**Excess Securities**") for which they wish to subscribe.

12.3 Any New Securities not accepted by Shareholders pursuant to the offer made to them in accordance with Article 12.2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 12.2 and in the event that there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants on a pro rata basis to the number of Equity Shares held by the applicants immediately prior to the offer made to Shareholders in accordance with Article 12.2 (as nearly as may be without involving fractions or increasing the number allotted to any Shareholder beyond that applied for by him) and after that allotment, any Excess Securities remaining shall be offered, subject to Article 12.4, to any other person as the Directors may determine at the same price and on the same terms as the offer to the Shareholders.

12.4 In the event that following the offer process referred to in Articles 12.2 and 12.3 any New Securities shall not have been allotted then such 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 to that person must be approved in writing by the FV Manager and the TP Manager.

12.5 The provisions of Articles 12.2 to 12.4 shall not apply to:

12.5.1 options to subscribe for Ordinary Shares under the Option Plan;

- 12.5.2 New Securities issued or granted in order for the Company to comply with its obligations under these Articles;
- 12.5.3 New Securities issued in consideration of the acquisition by the Company of any company or business which has been approved in writing by the FV Manager and the TP Manager; and
- 12.5.4 New Securities which the FV Manager and the TP Manager have agreed in writing should be issued without complying with the procedure set out in this Article 12.
- 12.6 No Shares shall be allotted to any Employee, Director, prospective employee or director unless such person has entered into a joint section 431 ITEPA election with the Company.
- 13 PAYMENT OF COMMISSIONS ON SUBSCRIPTION FOR SHARES**
  - 13.1 The Company may pay any person a commission in consideration for that person:
    - 13.1.1 subscribing, or agreeing to subscribe, for Shares; or
    - 13.1.2 procuring, or agreeing to procure, subscriptions for Shares.
  - 13.2 Any such commission may be Paid:
    - 13.2.1 in cash or in fully Paid Shares or other securities, or partly in one way and partly in the other, and
    - 13.2.2 in respect of a conditional or an absolute subscription.
- 14 PROCEDURE FOR DISPOSING OF FRACTIONS OF SHARES**
  - 14.1 When, as a result of a sub-division or a consolidation of Shares, Shareholders are entitled to fractions of Shares the Directors may:
    - 14.1.1 sell the Shares representing the fractions to any person for the best price reasonably obtainable;
    - 14.1.2 authorise an Instrument of transfer to be executed in accordance with the directions of the purchaser; and
    - 14.1.3 distribute the net proceeds of sale in due proportion among the Shareholders.
  - 14.2 The purchaser of such Shares shall not be obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.
  - 14.3 The purchaser's title to the Shares shall not be affected by any irregularity in, or invalidity of the process leading to their sale.
- 15 TRANSFER OF SHARES - GENERAL**
  - 15.1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that Share or the creation of a trust or encumbrance over that Share or the renunciation or assignment of any rights to receive or subscribe for that Share, and reference to a Share includes both a legal and a beneficial or other interest in a Share unless otherwise indicated, but it does not include, in situations

where the Holder subscribed for or purchased the Share as nominee for one or more beneficial owners:

- 15.1.1 the transfer, assignment or other disposal of a beneficial or other interest in, or the creation of a trust or encumbrance over or the renunciation or assignment of any rights to receive or subscribe for a beneficial or other interest in, a Share provided that the nominee that holds a legal interest in such Share remains the same; or
  - 15.1.2 the transfer, assignment or other disposal of a legal interest in, or the creation of a trust or encumbrance over or the renunciation or assignment of any rights to receive or subscribe for a legal interest in, a Share from the nominee to any person who has a beneficial or other interest in that Share, provided that notice of such transfer is given to the Company; or
  - 15.1.3 the transfer of a legal interest in a Share pursuant to the appointment of a replacement nominee for one or more such beneficial owners, provided that notice of such transfer is given to the Company.
- 15.2 No Share may be transferred unless the transfer is made in accordance with these Articles.
- 15.3 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 Compulsory Transfer Notice in respect of all Shares held by him.
- 15.4 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.
- 15.5 No fee may be charged for registering any Instrument of transfer or other Document relating to or affecting the title to any Share.
- 15.6 The Company may retain any Instrument of transfer which is registered.
- 15.7 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it.
- 15.8 Any transfer of a Share by way of sale that is required to be made under these Articles shall be deemed to include a warranty that the transferor sells the Share with full title guarantee.
- 15.9 The Directors may refuse to register a transfer of a Share:
- 15.9.1 unless it is lodged at the office or at such other place as the Directors may appoint and is accompanied by the certificate for the Shares to which it relates (or a suitable indemnity for any lost share certificate) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
  - 15.9.2 to a bankrupt, a minor or a person of unsound mind; or
  - 15.9.3 to an employee, Director or prospective employee or Director where that person has not entered into a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.
- 15.10 The Directors may, as a condition to the registration of any transfer of any Share, require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement in place (or similar Document) in force between any of the



Shareholders and the Company in such 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). If any condition is imposed in accordance with this Article 15.10, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

- 15.11 To enable the Directors to determine whether or not there has been any transfer of a Share in breach of these Articles, the Directors may 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 provide the Company with any information and evidence that the Directors request regarding any matter which they deem relevant to that purpose. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or 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 Writing of that fact and the following shall occur:

15.11.1 the relevant Shares shall cease to confer any rights to vote or to receive dividends or other distributions otherwise attaching to those Shares or to any further Shares in the capital of the Company issued in respect of those Shares, or in pursuance of an offer made to the relevant Holder; and

15.11.2 the holder may be required at any time following receipt of the notice, to transfer some or all of his Shares to any person(s) at the price that the Directors may require by notice in writing to that holder.

- 15.12 The rights referred to in Article 15.11.1 may be reinstated by the Directors at such time as they think fit or, if earlier, shall be reinstated on the completion of any transfer referred to in Article 15.11.2.

- 15.13 Unless express provision is made in these Articles to the contrary or if the transfer is pursuant to Article 15, 16, 17, 18, 20, 21 or 22, no Equity Shares held by the Founder or their Permitted Transferees shall be transferred without Investor Consent during the Relevant Period.

## **16 TRANSFERS SUBJECT TO PRE-EMPTION RIGHTS OF SHARES**

- 16.1 Save where the provisions of Articles 17, 18, 20, 21 and/or 22 apply and unless otherwise agreed by Special Resolution, any transfer of Ordinary Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article.

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

16.2.1 the number of Ordinary Shares which he wishes to transfer (the "**Sale Shares**");

16.2.2 if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee;

16.2.3 the price at which he wishes to transfer the Sale Shares; and

16.2.4 whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold (a "**Minimum Transfer Condition**").

- 16.3 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. In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board. In both cases, the price will be deemed to be the Fair Value of the Sale Shares if no price is agreed within five Business Days of the Company receiving the Transfer Notice.
- 16.4 For 15 Business Days following the later of:
- 16.4.1 receipt of a Transfer Notice; and
- 16.4.2 in the case where the Transfer Price has not been agreed, the determination of the Transfer Price in accordance with these Articles,
- the Company shall, subject to Article 16.5 and the prior written consent of the TP Manager, have the option to purchase any of the Sale Shares at the Transfer Price and upon the terms set forth in the Transfer Notice. The Company's option hereunder shall be assignable by the Company.
- 16.5 If the Sale Shares are subject to a Minimum Transfer Condition then transfer of the Sale Shares to the Company and/or its assignee(s) will be conditional on the fulfilment of the Minimum Transfer Condition.
- 16.6 In the event the Company and/or its assignees(s) do not elect to acquire all of the Sale Shares, the Board shall, as soon as reasonably practicable, offer the Sale Shares for sale in the manner set out in the remaining provisions of this Article 16 at the Transfer Price. Each offer shall be in writing and give the details of the number and Transfer Price of the Sale Shares offered.
- 16.7 The Board shall offer the Sale Shares to all Holders of Equity Shares 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 (the "**Offer Period**") for the maximum number of Sale Shares they wish to buy.
- 16.8 If the Sale Shares are subject to a Minimum Transfer Condition then transfer of the Sale Shares to any Continuing Shareholder shall be conditional on the fulfilment of the Minimum Transfer Condition.
- 16.9 If:
- 16.9.1 at the end of the Offer Period, the total 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 which the Continuing Shareholder's existing holding of Equity Shares bears to the total number of Equity Shares held by those Continuing Shareholders who have applied for Sale Shares. Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case the allocation of any such fractional entitlements among the Continuing Shareholders who have applied for Sale Shares shall be determined by the Board). No allocation shall be made to a Continuing Shareholder of more than the maximum number of Sale Shares which it has stated it is willing to buy;
- 16.9.2 not all Sale Shares are allocated following allocations in accordance with Article 16.9.1, but there are applications for Sale Shares that have not been satisfied, the Board shall allocate the remaining Sale Shares to such applicant(s) in accordance

with the procedure set out in Article 16.9.1. The procedure set out in this Article 16.9.2 shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied; and

16.9.3 at the end of the Offer Period, the total 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. The balance (the "**Surplus Shares**") shall be dealt with in accordance with Article 16.14.

16.10 If the Transfer Notice includes a Minimum Transfer Condition and the total number of Sale Shares applied for is less than the number of Sale Shares specified in the Minimum Transfer Condition, the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Article 16.9, stating that the Minimum Transfer Condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

16.11 If:

16.11.1 the Transfer Notice includes a Minimum Transfer Condition and such Minimum Transfer Condition has been satisfied, or the Transfer Notice does not include a Minimum Transfer Condition; and

16.11.2 allocations under Article 16.9 have been made in respect of some or all of the Sale Shares,

the Board shall give written notice of allocation (an "**Allocation Notice**") to the Seller and each Continuing Shareholder to whom Sale Shares have been allocated (each an "**Applicant**"). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant, the amount payable by each Applicant for the number of Sale Shares allocated to them ("**Consideration**") and the place and time for completion of the transfer of the Sale Shares (which shall be at least 5 Business Days, but not more than 10 Business Days, after the date of the Allocation Notice).

16.12 On the date specified for completion in the Allocation Notice, the Seller shall, against payment of the Consideration, execute and deliver a transfer of the Sale Shares allocated to such Applicant, in accordance with the requirements specified in the Allocation Notice.

16.13 If the Seller fails to comply with Article 16.12:

16.13.1 the chairperson of the Company (or, failing the chairperson, one of the other directors, or some other person nominated by a resolution of the Board) may, as agent on behalf of the Seller:

- a) complete, execute and deliver in the Seller's name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
- b) receive the Consideration and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Consideration); and
- c) (subject to the transfers being duly stamped) enter the Applicants in the register of members as the holders of the Sale Shares purchased by them; and

16.13.2 the Company shall pay the Consideration into a separate bank account in the Company's name on trust (but without interest) for the Seller until the Seller has delivered its certificate(s) for the relevant Sale Shares or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the Board may reasonably require to prove good title to those Sale Shares, to the Company.

16.14 If an Allocation Notice does not relate to all of the Sale Shares or the Transfer Notice lapses pursuant to Article 16.10 then, subject to Article 16.15 and within 20 Business Days following service of the Allocation Notice or the date of the lapse of the Transfer Notice (as the case may be), the Seller may transfer the Surplus Shares or the Sale Shares (in the case of a lapsed offer) (as the case may be) to any person at a price at least equal to the Transfer Price. The sale of the Sale Shares (following the lapse of a Transfer Notice) in accordance with this Article 16.14 shall continue to be subject to any Minimum Transfer Condition.

16.15 The right of the Seller to transfer Shares under Article 16.14, does not apply if the Board is of the opinion on reasonable grounds that:

16.15.1 the transferee is a person (or a nominee for a person) who the Board determines in its 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;

16.15.2 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or

16.15.3 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.

## **17 PERMITTED TRANSFERS OF SHARES**

17.1 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.

17.2 Shares previously transferred as permitted by Article 17.1 may be transferred by the transferee to the Original Shareholder or any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.

17.3 Where Shares are held by the trustee(s) of a Family Trust, the trustee(s) may transfer Shares to:

17.3.1 the Original Shareholder;

17.3.2 any Privileged Relation(s) of the Original Shareholder;

17.3.3 subject to Article 17.4, the trustee(s) of another Family Trust of which the Original Shareholder is the settlor; or

17.3.4 subject to Article 17.4, to the new (or remaining) trustee(s) upon a change of trustee(s) of a Family Trust,

without any price or other restriction.

17.4 A transfer of Shares may only be made to the trustee(s) of a Family Trust if the Directors are satisfied:

17.4.1 with the terms of the trust instrument and, in particular, with the powers of the trustee(s);

17.4.2 with the identity of the proposed trustee(s);

17.4.3 that the proposed transfer will not result in 50% or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and

17.4.4 that no costs incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company.

17.5 If the Original Shareholder is a company, and a Permitted Transfer has been made, the Permitted Transferee shall, within 10 Business Days of ceasing to be a Member of the Same Group as the Original Shareholder, transfer the Shares held by it to:

17.5.1 the Original Shareholder; or

17.5.2 a Member of the Same Group as the Original Shareholder,

(which in either case is not in liquidation), without any price or other restriction.

If the Permitted Transferee fails to make a transfer in accordance with this Article 17.5, a Compulsory Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the period set out in this Article 17.5.

17.6 If the Original Shareholder is an individual and a Permitted Transfer has been made to a Privileged Relation of the Original Shareholder, the Permitted Transferee (or the transmittee(s) of any such person), shall within 20 Business Days of ceasing to be a Privileged Relation of the Original Shareholder (whether by reason of death, divorce or otherwise) either 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 failing which a Compulsory Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the period set out in this Article 17.6. This Article 17.6 shall not apply to a transmittee of a Permitted Transferee if that transmittee is also a Permitted Transferee of the Original Shareholder, to the extent that such transmittee is legally or beneficially entitled to those Shares.

## **18 COMPULSORY TRANSFERS**

18.1 Subject to Article 18.4, if any Shares remain 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:

18.1.1 to effect a transfer of those Shares; or

18.1.2 to show, to the satisfaction of the Directors, that a transfer will be effected before (or promptly on) the completion of the administration of the estate of the deceased Shareholder.

If either Article 18.1.1 or 18.1.2 is not fulfilled to the satisfaction of the Directors, a Compulsory Transfer Notice shall be deemed to have been given in respect of such Shares on such date as the Directors determine.

18.2 Subject to Article 18.4, if a Shareholder is adjudged bankrupt or makes any arrangement or composition with his creditors generally, then that Shareholder shall immediately be deemed to have given a Compulsory Transfer Notice in relation to all Shares held by him.

18.3 Subject to Article 18.4, if a Shareholder that is a company suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it (or a material part of its business) or enters into a composition or arrangement with its creditors generally, then that Shareholder shall immediately be deemed to have given a Compulsory Transfer Notice in respect of all Shares held by it.

18.4 Where a Shareholder holds a legal interest in a Share on behalf of another person and the Company is on notice of such arrangement, the provisions of Articles 18.1, 18.2 and 18.3 shall not apply to such Shareholder, and instead if such a Shareholder suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it (or a material part of its business) or enters into a composition or arrangement with its creditors generally, then:

18.4.1 if the Shareholder notifies the Company of its intention to transfer the legal interest in the relevant Shares within one month from the date of such appointment or composition or arrangement, then the Company shall, together with such Shareholder, take such steps as may be reasonably be required to effect such a transfer of the legal interest of the relevant Shares; and

18.4.2 if the Shareholder fails to notify the Company in accordance with Article 18.4.1, then a Compulsory Transfer Notice shall be deemed to have been given in respect of such Shares on such date as the Directors determine.

#### 18.5 Deferred Shares

18.5.1 Unless the Board decides that this Article 18.5.1 shall not apply and that Article 18.5.3 shall apply instead, if at any time during the Relevant Period an Employee Shareholder becomes a Departing Employee Shareholder, then:

a) if such Employee Shareholder is an Early Leaver prior to the first anniversary of the Adoption Date, then 80% of the Employee Shares held by such Employee Shareholder and any of his Permitted Transferees shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Employee Share held) on the date being 30 days after the Effective Termination Date (rounded down to the nearest whole share);

b) subject to Article 18.5.1c), if such Employee Shareholder is an Early Leaver on or following the first anniversary of the Adoption Date the Leaver's Percentage of the Employee Shares held by such Employee Shareholder and any of his Permitted Transferees shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Employee Share held) on the date being 30 days after the Effective Termination Date (rounded down to the nearest whole share); or

c) if such Employee Shareholder is a Bad Leaver 80% of the Employee Shares held by such Employee Shareholder and any of his Permitted Transferees

shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Employee Share held) on the date being 30 days after the Effective Termination Date (rounded down to the nearest whole share).

- 18.5.2 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, such Employee Shareholder (and his Permitted Transferee(s)) shall deliver to the Company at its registered office the shares 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 Shares.

#### Transfer Notice

- 18.5.3 If the Board decides that Article 18.5.1 shall not apply and that this Article 18.5.3 shall apply instead, then if at any time during the Relevant Period an Employee Shareholder becomes a Departing Employee Shareholder, the Employee Shareholder shall be deemed to have given a Transfer Notice in respect of the following number of Employee Shares (the “**Relevant Shares**”):

- a) if such Employee Shareholder is an Early Leaver prior to the first anniversary of the Adoption Date, then 80% of the Employee Shares held by such Employee Shareholder and any of his Permitted Transferees;
- b) subject to Article 18.5.3c), if such Employee Shareholder is an Early Leaver on or following the first anniversary of the Adoption Date, the Leaver's Percentage of the Employee Shares held by such Employee Shareholder and any of his Permitted Transferees; or
- c) if such Employee Shareholder is a Bad Leaver 80% of the Employee Shares held by such Employee Shareholder and any of his Permitted Transferees.

- 18.5.4 In such circumstances the Transfer Price in respect of the Unvested Shares shall be the lower of Fair Value and the nominal value of the Unvested Shares. For the purposes of this Article, Fair Value shall be as agreed between the Board and the Employee Shareholder, or failing agreement within five Business Days of seeking to agree such price, shall be as determined in accordance with Article 19.

- 18.5.5 For the purposes of this Article 18 and Article 13 and notwithstanding the rights of Shareholders to purchase Shares contained in the Transfer Notice in the priority stipulated in Article 13, the Unvested Shares in respect of the relevant Employee Shareholder shall be offered in the following order of priority:

- a) to any person(s) approved by the Board (other than the departing Employee Shareholder); and/or
- b) to the Company (subject always to the provisions of the Companies Act).

For the purposes of this Article 18 where a Good Leaver or an Early Leaver is subsequently reclassified as a Bad Leaver as a result of subsequently breaching any

applicable restrictive covenants (whether in any shareholders' agreement in place and/or any employment contract, service contract or appointment letter (as the case may be)), references to the Effective Termination Date shall instead refer to the date on which the Board determines in its reasonable option that there has been such a breach.

- 18.6 Notwithstanding the provisions of Article 18.5.4, the Board may, by notice in writing served on the relevant Seller(s), direct that some higher (but not lower) transfer price shall apply to any or all Shares which would otherwise be subject Article 18.5.4.
- 18.7 From the Effective Termination Date the Vested Shares held by a Departing Employee Shareholder and any of his Permitted Transferees ("**Restricted Shares**") shall cease to confer on the holder of them any rights:
- 18.7.1 to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares;
- 18.7.2 to receive dividends or other distributions otherwise attaching to those Shares; or
- 18.7.3 to participate in any future issue of Shares issued in respect of those Shares.
- 18.8 The Directors may reinstate the rights referred to in Article 18.7 at any time and, in any event, such rights shall be reinstated in respect of any Shares transferred pursuant to Article 18 on completion of such transfer.

## **19 FAIR VALUE**

- 19.1 The "**Fair Value**" shall be the price per Share determined by the Independent Expert on the following bases and assumptions:
- 19.1.1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer as at the date the Compulsory Transfer Notice was served (or deemed served);
- 19.1.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- 19.1.3 that the Shares are capable of being transferred without restriction;
- 19.1.4 valuing the 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; and
- 19.1.5 reflecting any other factors which the Independent Expert reasonably believes should be taken into account.
- 19.2 If any difficulty arises in applying any of these assumptions or bases then the Independent Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit.
- 19.3 The Directors will give the Independent Expert access to all accounting records or other relevant documents of the Company, subject to it agreeing such confidentiality provisions as the Directors may reasonably impose.
- 19.4 The Independent Expert shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).



- 19.5 The Independent Expert shall be requested to determine the Fair Value within 20 Business Days of its appointment and to deliver its certificate to the Company. Forthwith upon receipt, the Company shall deliver a copy of the certificate to the Seller.
- 19.6 The cost of obtaining the Independent Expert's certificate shall be borne by the Company unless in respect of a Compulsory Transfer Notice, the Fair Value is less than the price per Share offered to the Seller by the Directors before the appointment of the Independent Expert, in which case the Seller shall bear the cost.

## **20 TRANSMISSION OF SHARES**

### **20.1 Transmission**

20.1.1 If title to a Share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that Share.

20.1.2 A Transmitttee who produces such evidence of entitlement to Shares as the Directors may properly require:

- a) may, subject to the Articles, choose either to become the Holder of those Shares or to have them transferred to another person; and
- b) subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the Holder had.

20.1.3 Transmitttees do not have the right to attend or vote at a general meeting, or agree to a proposed Written resolution, in respect of Shares to which they are entitled, by reason of the Holder's death or bankruptcy or otherwise, unless they become the Holders of those Shares.

### **20.2 Exercise of Transmitttees' rights**

20.2.1 Transmitttees who wish to become the Holders of Shares to which they have become entitled must notify the Company in Writing of that wish.

20.2.2 If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an Instrument of transfer in respect of it.

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

### **20.3 Transmitttees bound by prior notices**

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

### **20.4 This Article 20 is subject to the provisions of Article 17.5.**

## **21 TAG ALONG**

- 21.1 Except in the case of a Permitted Transfer, transfers pursuant to Article 22 (Drag Along), or transfers made in connection with an IPO, and after going through the pre-emption procedure in Article 16, if any Shareholder(s) (the "**Exiting Party**") proposes to transfer in one or a

series of related transactions any Equity Shares which would, if put into effect, result in any bona fide third party buyer (the "**Buyer**") (and Associates of his or persons Acting in Concert with him) acquiring more than 50% of the Equity Shares in the Company (a "**Proposed Transfer**") then the provisions of this Article 21 shall apply.

- 21.2 Before completing the Proposed Transfer, the Exiting Party shall procure that the Buyer makes an offer (an "**Offer**") to the other Shareholders to buy the same proportion of Equity Shares as the Exiting Party is selling from each other Shareholder that is proposed to be sold in the Proposed Transfer, for a consideration in cash per Share that is at least equal to the highest price per Share offered or paid by the Buyer, or any person Acting in Concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the six months preceding the date of the Proposed Transfer (the "**Specified Price**").
- 21.3 The Offer shall be made by written notice (an "**Offer Notice**"), at least 20 Business Days (the "**Offer Period**") before the proposed sale date (the "**Sale Date**"). To the extent not described in any accompanying documents, the Offer Notice shall set out:
- 21.3.1 the identity of the Buyer;
- 21.3.2 the purchase price and other terms and conditions of payment;
- 21.3.3 the proposed date of the transfer; and
- 21.3.4 the number of Equity Shares proposed to be purchased by the Buyer (provided that such offer must be for all Equity Shares of each Shareholder) ("**Offer Shares**").
- 21.4 If the Buyer fails to make the Offer to all Shareholders in accordance with this Article 21, the Exiting Party shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer intended to effect the Proposed Transfer.
- 21.5 If the Offer is accepted by Shareholders in accordance with this Article 21 within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all of the Offer Shares held by such Shareholder.

## **22 DRAG ALONG**

- 22.1 Subject to Articles 22.11, if the Holders of more than 50% of the Equity Shares in issue at the relevant time (the "**Selling Shareholders**") wish to transfer all of their interest in Shares (the "**Sellers' Shares**") to a bona fide arm's length purchaser (the "**Proposed Buyer**"), then the Selling Shareholders shall have the option to require each of the other Shareholders (the "**Called Shareholders**") to sell and transfer all of their Shares to the Proposed Buyer (or as the Proposed Buyer otherwise directs) in accordance with this Article 22 (the "**Drag Along Option**").
- 22.2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to each of the Called Shareholders to that effect (a "**Drag Along Notice**") at any time before the transfer of the Sellers' Shares. The Drag Along Notice shall specify that:
- 22.2.1 the Called Shareholder is required to transfer all its Shares (the "**Called Shares**") pursuant to this Article 22;
- 22.2.2 the person to whom the Called Shares are to be transferred;

- 22.2.3 the consideration payable per Called Share to be calculated in accordance with Article 22.4 (the "**Drag Consideration**"); and
- 22.2.4 the proposed date of the transfer.
- 22.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 20 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 22.4 The consideration 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 Proposed Buyer were distributed to the holders of the Called Shares and the Seller's Shares in accordance with the provisions of Article 6.1.
- 22.5 No Drag Along Notice shall require the Called Shareholders to agree to any terms except those specifically set out in this Article 22.
- 22.6 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Sellers' Shares unless a majority of the Called Shareholders and a majority of the Selling Shareholders agree otherwise.
- 22.7 Provided that the Proposed Buyer is ready, willing and able to complete the sale of the Called Shares on the completion date determined in accordance with Article 22.6, the requirement for a mandatory offer under Article 22 shall not apply to any transfer of shares to a Proposed Buyer (or as they may direct) pursuant to a sale for which a Drag Along Notice has been duly served.
- 22.8 On the completion date determined in accordance with Article 22.6, each Called Shareholder shall deliver stock transfer forms for its respective Called Shares, together with the relevant share certificate (or a suitable indemnity for any lost share certificate) and 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 "**Drag Documents**") to the Company and, against delivery of such documents, the Company shall pay such Called Shareholder on behalf of the Proposed Buyer the amounts due it pursuant to this Article 22 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to each Called Shareholder pursuant to Article 22.4 in trust for each Called Shareholder without any obligation to pay interest.
- 22.9 To the extent that the Proposed Buyer has not, on the completion date determined in accordance with Articles 22.6, put the Company in funds to pay the consideration due, each Called Shareholder shall be entitled to the return of the stock transfer form and share certificate (or suitable indemnity) for its relevant Called Shares and the Called Shareholders shall have no further obligations under this Article 22 in respect of their Shares.
- 22.10 If a Called Shareholder does not, on completion of the sale of the Called Shares, execute and deliver to the Company the required Drag Documents, such Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be its agent to execute all necessary transfer(s) on its behalf and, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares, deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed Buyer (or their nominee) has been registered as the holder, the

validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Article 22.

- 22.11 If the Drag Consideration would result in the TP Investor receiving less than three times the Issue Price of the TP Investor's Seed Ordinary Shares, then no Drag Along Option may be exercised without the prior written consent of the TP Manager.
- 22.12 Following the issue of a Drag Along Notice, on any person becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire Shares or on 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. The New Shareholder shall then be bound to sell and transfer all Shares acquired by him to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this Article 22 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.

## **23 DIRECTORS' POWERS AND RESPONSIBILITIES**

### **23.1 Directors' general authority**

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

### **23.2 A Director shall have regard (among other matters) to:**

- 23.2.1 the likely consequence of any decision in the long term,
- 23.2.2 the interests of the Company's employees;
- 23.2.3 the need to foster the Company's business relationships with suppliers, customers and others;
- 23.2.4 the impact of the Company's operations on the community and the environment;
- 23.2.5 the desirability of the Company maintaining a reputation for high standards of business conduct;
- 23.2.6 the objects and mission of the Company as set out in Article 3; and
- 23.2.7 the need to act fairly as between members of the Company.

Together, the matters referred to above shall be defined for the purposes of the Articles as the "**Stakeholder Interests**".

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

### **23.4 Shareholders' reserve power**

- 23.4.1 The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.

23.4.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

#### 23.5 Directors may delegate

23.5.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

- a) to such person or committee;
- b) by such means (including by power of attorney);
- c) to such an extent;
- d) in relation to such matters or territories; and
- e) on such terms and conditions;

as they think fit.

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

23.5.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

#### 23.6 Committees

23.6.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

23.6.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

### 24 RECORDS AND RULES – DIRECTORS' DECISIONS

#### 24.1 Records of decisions to be kept

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

#### 24.2 Directors' discretion to make further rules

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

### 25 APPOINTMENT AND REMOVAL OF DIRECTORS

#### 25.1 Number of Directors

For so long as the Founder holds Shares, and in addition to all other rights the Founder may have as Shareholder, the Founder shall be entitled by written notice to the Company from time to time to appoint and remove three Directors (each a "**Founder Director**") (which for the

avoidance of doubt includes the Founder himself as one of the Founder Directors) and appoint any other persons in their place.

## 25.2 Methods of appointing Directors

25.2.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:

- a) by Ordinary Resolution, or
- b) by a decision of the Directors.

25.2.2 In any case where, as a result of death, the Company has no Shareholders and no Directors, the personal representatives of the last Shareholder to have died have the right, by notice in Writing, to appoint a person to be a Director.

25.2.3 For the purposes of Article 25.2.2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

## 25.3 Termination of Directors' appointment

A person ceases to be a Director as soon as:

- 25.3.1 that person ceases to be a Director by virtue of any provision of the Companies Act or is prohibited from being a Director by law;
- 25.3.2 a bankruptcy order is made against that person;
- 25.3.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 25.3.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- 25.3.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 25.3.6 notification is received by the Company from the Director that the Director is resigning from office as Director, and such resignation has taken effect in accordance with its terms;
- 25.3.7 he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period (and his alternate Director (if any) has not during such period attended in his place) and the Directors resolve that his office be vacated;
- 25.3.8 he is convicted of a criminal offence (other than a motoring offence not involving a term of imprisonment) and the Directors resolve that his office should be vacated; or
- 25.3.9 he is removed from office by notice in Writing served upon him by a majority of his fellow Directors, but only if he was appointed as a Director pursuant to Article 25.2.1(b).

## 25.4 Directors' remuneration

25.4.1 Directors may undertake any services for the Company that the Directors decide.

25.4.2 Directors are entitled to such remuneration as the Directors determine

- a) for their services to the Company as Directors, and
- b) for any other service which they undertake for the Company.

25.4.3 Subject to the Articles, a Director's remuneration may

- a) take any form, and
- b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

25.4.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

25.4.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

## 25.5 Directors' expenses

25.5.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

- a) meetings of Directors or committees of Directors;
- b) general meetings; or
- c) separate meetings of the Holders of any class of Shares or of debentures of the Company,
- d) or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## 26 ALTERNATE DIRECTORS

### 26.1 Appointment and removal of alternates

26.1.1 Any Director (the "**Appointor**") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, 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.

26.1.2 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.

26.1.3 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.

## 26.2 Rights and responsibilities of alternate Directors

26.2.1 An alternate Director may act as alternate Director to more than one Director and has the same rights, in relation to any decision of the Directors, as the alternate's Appointor.

26.2.2 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.

26.2.3 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);
- b) may participate in a unanimous decision of the Directors (but only if his Appointor is eligible to vote in relation to that decision but does not participate); and
- c) shall not be counted as more than one Director for the purposes of Articles 26.2.3(a) and 26.2.3(b).
- d) A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is eligible to vote in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.
- e) An alternate Director may be paid expenses and may be indemnified by the Company to the same extent as his Appointor but shall not be 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.

**26.3 Termination of alternate Directorship**

An alternate Director's appointment as an alternate terminates:

- 26.3.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 26.3.2 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;
- 26.3.3 on the death of the alternate's Appointor; or
- 26.3.4 when the alternate's Appointor's appointment as a Director terminates.

**27 DECISION-MAKING BY DIRECTORS**

**27.1 Directors to take decisions collectively**

27.1.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 27.2.

27.1.2 If:

- a) the Company only has one Director, and
- b) no provision of the Articles requires it to have more than one Director,

the general rule does not apply, and the Director may take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making, including those set out in Article 27.5.

**27.2 Unanimous decisions**

27.2.1 A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter.

27.2.2 Such a decision may take the form of a resolution in Writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in Writing.

27.2.3 References in this Article to "eligible Directors" are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.

27.2.4 A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

**27.3 Calling a Directors' meeting**

27.3.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.

27.3.2 Notice of any Directors' meeting must indicate:

- a) its proposed date and time;
- b) where it is to take place; and
- c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

27.3.3 Notice of a Directors' meeting must be given to each Director, but need not be in Writing.

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

#### 27.4 Participation in Directors' meetings

27.4.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

- a) the meeting has been called and takes place in accordance with the Articles, and
- b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

27.4.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

27.4.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

#### 27.5 Quorum for Directors' meetings

27.5.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

27.5.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than three, and unless otherwise fixed it is three (including the TP Investor Director, the FV Investor Director and the Founder).

27.5.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

- a) to appoint further Directors, or
- b) to call a general meeting so as to enable the Shareholders to appoint further Directors.

27.6 Chairing of Directors' meetings

27.6.1 The Directors may appoint a Director to chair their meetings.

27.6.2 The person so appointed for the time being is known as the "**Chairman**".

27.6.3 The Directors may terminate the Chairman's appointment at any time.

27.6.4 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

27.7 Casting vote

27.7.1 If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting shall not have a casting vote.

27.7.2 Article (a) does not apply if, in accordance with the Articles, the Chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

**28 CONFLICTS OF INTEREST OF DIRECTORS**

28.1 Subject to the provisions of the Companies Act and provided that he has previously disclosed the nature and extent of such duty or interest to the Directors in accordance with the provisions of the Companies Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

28.1.1 may vote at a Board meeting (or any committee of the Directors), and form part of a quorum present at that meeting, or participate in any decision making of the Directors in relation to such transaction or arrangement with the Company;

28.1.2 may be a party to, or otherwise interested in, any such transaction or arrangement; and

28.1.3 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction or arrangement and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest nor shall the receipt of any remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

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

28.3 Authorisation of a matter under Article 28.2 shall be effective only if:

28.3.1 the matter in question shall have been proposed in writing for consideration at a meeting of the Directors or in accordance with the Board's normal procedures or in such other manner as the Directors may approve;

28.3.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and any other interested Director (together the "**Interested Directors**") save that if there are only

two Directors holding office, the quorum for that part of the meeting dealing with the matter to be authorised under Article 28.2, shall be any Director who is not interested in the matter and Article 27.5.2 shall be amended accordingly;

- 28.3.3 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted; and
- 28.3.4 in taking the decision, the Directors act in a way they consider, in good faith, will be most likely to promote the Company's success.
- 28.4 Any authorisation of a matter pursuant to Article 28.2 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- 28.5 Any authorisation of a matter under Article 28.2 shall be subject to such conditions or limitations as the Directors (excluding the Interested Directors) may determine, whether at the time such authorisation is given or subsequently, and may be varied or terminated by the Directors (excluding the Interested Directors) at any time. Such conditions or limitations may include (without limitation):
  - 28.5.1 (without prejudice to a Director's general obligations of confidentiality) the application to the interested Director of a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the matter;
  - 28.5.2 the exclusion of the interested Director from all information relating to, and discussion by the Company of, the matter; and
  - 28.5.3 that, where the interested Director obtains (other than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence.
- 28.6 A Director shall comply with any obligations imposed on him by the Directors pursuant to any such authorisation.
- 28.7 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the Directors under Article 28.2 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.
- 28.8 Subject to compliance by him with his duties as a Director under Part 10 of the Companies Act (other than the duty in section 175(1) of the Companies Act which is the subject of this Article 28.8), a Director (including the chairman of the Board (if any) and any other non-executive Director) may, at any time:
  - 28.8.1 be an officer of, employed by, or hold Shares or other securities (whether directly or indirectly) in, the Company; or
  - 28.8.2 be a Director or other officer of, employed by or hold Shares or other securities (whether directly or indirectly) in, or otherwise be interested, whether directly or indirectly, in any other Group Company,

(in either case a "**Group Company Interest**") and notwithstanding his office or the existence of an actual or potential conflict between any Group Company Interest and the interests of the Company which would fall within the ambit of that section 175(1), the relevant Director:

- 28.8.3 shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Group Company Interest may be discussed, and to vote on any resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant Director at the same time as the other Directors (save that a Director may not vote on any resolution in respect of matters relating to his employment with the Company or other Group Company);
- 28.8.4 shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives in consequence of any Group Company Interest and any contract, transaction or arrangement relating to a Group Company Interest shall not be liable to be avoided on the grounds of any such benefit; and
- 28.8.5 will not be obliged to disclose to the Company or use for the benefit of the Company any confidential information received by him by virtue of his Group Company Interest and otherwise than by virtue of his position as a Director, if to do so would breach any duty of confidentiality to any other Group Company or third party.
- 28.9 Any Director who has a Group Company Interest shall, as soon as reasonably practicable following the relevant interest arising, disclose to the Board the existence of such interest and the nature and extent of such interest so far as the relevant Director is able at the time the disclosure is made provided that no such disclosure is required to be made of any matter in respect of which the relevant Director owes any duty of confidentiality to any third party. A disclosure made to the Board under this Article 28.9 may be made either at a meeting of the Board or by notice in Writing to the Company marked for the attention of the Directors.
- 28.10 Notwithstanding the provisions of Article 28.8, the Directors (excluding the Interested Directors) may at any time impose such conditions or limitations on the authorisations given under Article 28.8 and may vary or terminate any such authorisations in respect of a particular Group Company Interest.

*Interests of a TP Investor Director*

- 28.11 In addition to the provisions of Article 28.1, subject to the provisions of the Companies 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 a TP 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:
- 28.11.1 an Investor;
- 28.11.2 a Fund Manager which advises or manages an Investor;
- 28.11.3 any of the funds advised or managed by a Fund Manager who advises or manages an Investor from time to time; or
- 28.11.4 another body corporate or firm in which a Fund Manager who advises or manages an Investor or any fund advised or managed by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies.

- 28.12 For as long as the TP Investor (together with its Permitted Transferees) hold in aggregate 5% or more of the Equity Shares, the Company and the Shareholders undertake to the TP Investor to (i) appoint and maintain in office as a non-executive Director of the Company and any subsidiary of the Company any one person nominated by the TP Investor to be a TP Investor Director and (ii) if required by the TP Investor to remove from office that appointed TP Investor Director and to appoint another in his place on the same terms of appointment.
- 28.13 For so long as the TP Investor and / or any of its Permitted Transferee(s) hold Shares, the TP Investor shall be entitled to appoint, remove and replace a representative to attend as an observer ("**TP Observer**") at each and every meeting of the Board who shall be entitled to receive all Board papers and notice of Board meetings and to attend and speak but not vote at all Board meetings. The appointment, removal and replacement of any TP Observer shall be made by notice in writing to the Company by the TP Manager.

## **29 DIVIDENDS**

### **29.1 Procedure for declaring dividends**

- 29.1.1 The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends.
- 29.1.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 29.1.3 No dividend may be declared or Paid unless it is in accordance with Shareholders' respective rights.
- 29.1.4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be Paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 29.1.5 If the Company's share capital is divided into different classes, no interim dividend may be Paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 29.1.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 29.1.7 If the Directors act in good faith, they do not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

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

- 29.2.1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be Paid by one or more of the following means:
- a) transfer to a bank or building society account specified by the distribution recipient either in Writing or as the Directors may otherwise decide;
  - b) sending a cheque made payable to the Distribution Recipient by post to the distribution recipient at the Distribution Recipient's registered address (if the

Distribution Recipient is a holder of the Share), or (in any other case) to an address specified by the Distribution Recipient either in writing or as the Directors may otherwise decide;

- c) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in Writing or as the Directors may otherwise decide; or
- d) any other means of payment as the Directors agree with the Distribution recipient either in Writing or by such other means as the Directors decide.

29.2.2 In the Articles, the "**Distribution Recipient**" means, in respect of a Share in respect of which a dividend or other sum is payable:

- a) the Holder of the Share; or
- b) if the Share has two or more joint Holders, whichever of them is named first in the register of members; or
- c) if the Holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittee.

#### 29.3 No interest on distributions

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

- a) the terms on which the Share was issued, or
- b) the provisions of another agreement between the Holder of that Share and the Company.

#### 29.4 Unclaimed distributions

29.4.1 All dividends or other sums which are:

- a) payable in respect of Shares, and
- b) unclaimed after having been declared or become payable,

*may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.*

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

29.4.3 If:

- a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- b) the Distribution Recipient has not claimed it,

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

## 29.5 Non-cash distributions

29.5.1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, Shares or other securities in any company).

29.5.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

- a) fixing the value of any assets;
- b) paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and
- c) vesting any assets in trustees.

## 29.6 Waiver of distributions

29.6.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in Writing to that effect, but if:

- a) the Share has more than one Holder; or
- b) more than one person is entitled to the Share, whether by reason of the death or bankruptcy of one or more joint Holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the Holders or persons otherwise entitled to the Share.

## 30 CAPITALISATION OF PROFITS

### 30.1 Authority to capitalise and appropriation of Capitalised Sums

30.1.1 Subject to the Articles, the Directors may, if they are so authorised by an Ordinary Resolution:

- a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
- b) appropriate any sum which they so decide to capitalise (a "**Capitalised Sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**Persons Entitled**") and in the same proportions.

30.1.2 Capitalised Sums must be applied:

- a) on behalf of the Persons Entitled, and
- b) in the same proportions as a dividend would have been distributed to them.



30.1.3 Any Capitalised Sum may be applied in paying up new Shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as fully Paid to the Persons Entitled or as they may direct.

30.1.4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully Paid to the Persons Entitled or as they may direct.

30.1.5 Subject to the Articles the Directors may:

- a) apply Capitalised Sums in accordance with Articles 30.1.3 and 30.1.4 partly in one way and partly in another;
- b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
- c) authorise any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article.

### **31 ORGANISATION OF GENERAL MEETINGS**

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

31.1.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

31.1.2 A person is able to exercise the right to vote at a general meeting when:

- a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

31.1.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

31.1.4 In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other.

31.1.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

#### **31.2 Quorum for general meetings**

31.2.1 The quorum at any general meeting of the Company, or adjourned general meeting of the Company, shall be three persons present in person or by proxy. The Founder, the Fund Nominee and the TP Investor must be present for any general meeting of the Company or adjourned general meeting of the Company to be quorate.

31.2.2 No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

### 31.3 Chairing general meetings

31.3.1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.

31.3.2 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

- a) the Directors present, or
- b) (if no Directors are present), the meeting,

must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting.

31.3.3 The person chairing a meeting in accordance with this Article is referred to as the **"Chairman of the Meeting"**.

### 31.4 Attendance and speaking by Directors and non-Shareholders

31.4.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.

31.4.2 The Chairman of the Meeting may permit other persons who are not:

- a) Shareholders of the Company, or
- b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a general meeting.

### 31.5 Adjournment

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

31.5.2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if:

- a) the meeting consents to an adjournment, or
- b) it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

31.5.3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting.

31.5.4 When adjourning a general meeting, the Chairman of the Meeting must:

- a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
- b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

31.5.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- a) to the same persons to whom notice of the Company's general meetings is required to be given, and
- b) containing the same information which such notice is required to contain.

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

## **32 VOTING AT GENERAL MEETINGS**

### **32.1 Voting: general**

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

### **32.2 Errors and disputes**

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

32.2.2 Any such objection must be referred to the Chairman of the Meeting, whose decision is final.

### **32.3 Poll votes**

32.3.1 A poll on a resolution may be demanded:

- a) in advance of the general meeting where it is to be put to the vote, or
- b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

32.3.2 A poll may be demanded by:

- a) the Chairman of the Meeting;
- b) the Directors;
- c) two or more persons having the right to vote on the resolution; or
- d) a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.

32.3.3 A demand for a poll may be withdrawn if:

- a) the poll has not yet been taken, and
- b) the Chairman of the Meeting consents to the withdrawal.

32.3.4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.

#### 32.4 Content of proxy notices

32.4.1 Proxies may only validly be appointed by a notice in Writing (a "**Proxy Notice**"), which:

- a) states the name and Address of the Shareholder appointing the proxy;
- b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
- c) is signed by or on behalf of the Shareholder 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 not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting.

32.4.2 In calculating any period of hours for the purpose of this Article, no account shall be taken of any day or part of a day that is not a Business Day.

32.4.3 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

32.4.4 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.

32.4.5 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 ancillary or procedural resolutions put to the 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.

#### 32.5 Delivery of Proxy Notices

32.5.1 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.

- 32.5.2 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.
- 32.5.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 32.5.4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by Written evidence of the authority of the person who executed it to execute it on the Appointor's behalf.

### 32.6 Amendments to resolutions

- 32.6.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

- a) notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- b) the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.

- 32.6.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:

- a) the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- c) If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

## 33 NAME

The Company may change its name by a decision of the Board.

## 34 COMMUNICATIONS

- 34.1 Any Document or information required or permitted to be given by or to the Company, any Shareholders and Directors under these Articles or the Companies Act, other than a notice convening a meeting of the Directors, shall, unless otherwise specified in these Articles, be in Writing and, subject to the Companies Act and any specific requirements of these Articles, may be given:

- 34.1.1 personally or by sending it by post or other delivery service in a prepaid envelope addressed to the recipient at its registered address, or any other Address notified to the sender for the time being for the service of Documents or information, or by leaving it at any such Address or by any other means authorised in Writing by the recipient concerned;

- 34.1.2 by sending it in Electronic Form to an Address for the time being notified to the sender by the recipient for that purpose; or
- 34.1.3 in the case of any Document or information to be given by the Company, by making it available on a website.
- 34.2 If properly addressed, a Document or information sent or supplied by the Company in accordance with Article 34.1 shall be deemed to be received:
- 34.2.1 in the case of a Document or information delivered personally or left at the recipient's Address, when delivered or left;
- 34.2.2 in the case of a Document or information sent by post or other delivery service, 48 hours after sending;
- 34.2.3 in the case of a Document or information sent by Electronic Means, immediately after sending; and
- 34.2.4 in the case of a Document or information made available on a website:
- a) when the Document or information was first made available on the website; or
  - b) if later, when the recipient received (or is deemed to have received) notice of the fact that the Document or information was made available on the website.
- 34.3 In the case of Documents or information sent or supplied by the Company, proof that an envelope containing a Document or information was properly addressed, prepaid and posted (or consigned to the relevant delivery service or, in the case of a Document or information delivered personally or left at the recipient's Address, was properly addressed and delivered personally or left at the recipient's Address) shall be conclusive evidence that the document or information was given. In the case of Documents or information sent or supplied by the Company, proof that a Document or information contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the Document or information was given.
- 34.4 A Document or information sent in Electronic Form shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.
- 34.5 Where a Document or information is sent or supplied to the Company it must be Authenticated. Where a Document or information is sent or supplied to the Company by a person on behalf of another, the Company may require reasonable evidence of the authority of the former to act on behalf of the latter.
- 34.6 In the case of joint Holders of a Share, all Documents or information required to be given by the Company may be given either to each of the joint holders or to the joint Holder whose name stands first in the register of Shareholders in respect of the joint holding and Documents or information so given shall be sufficiently given to all the joint holders.
- 34.7 A Shareholder whose registered address is not within the United Kingdom and who gives to the Company an Address within the United Kingdom at which Documents or information may be given to him or an Address to which Documents or information may be given to him in Electronic Form shall be entitled to have Documents or information given to him at such

Address but otherwise, subject to the Companies Act, no such Shareholder shall be entitled to receive any Document or information from the Company.

- 34.8 A Shareholder present, either in person or by proxy or (being a corporation) by a duly authorised representative, at any meeting of the Company or of the Holders of any class of Shares shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

## **35 COMPANY SEALS**

- 35.1 Any common seal may only be used by the authority of the Directors.
- 35.2 The Directors may decide by what means and in what form any common seal is to be used.
- 35.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a Document, the Document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 35.4 For the purposes of this Article, an authorised person is:
- 35.4.1 any Director of the Company;
  - 35.4.2 the Company secretary (if any); or
  - 35.4.3 any person authorised by the Directors for the purpose of signing Documents to which the common seal is applied.

## **36 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Shareholder.

## **37 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

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

## **38 INDEMNITY AND INSURANCE**

- 38.1 Subject to Article 38.2, but without prejudice to any indemnity to which they may otherwise be entitled, each relevant director shall be indemnified out of the Company's assets against:
- 38.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
  - 38.1.2 any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act); and
  - 38.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.

- 38.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law.
- 38.3 Subject to the provisions of, and so far as may be permitted by, the Companies Act, the Company shall be entitled to fund by way of loan (or make arrangements for him to avoid incurring) the expenditure of every relevant director incurred or to be incurred in defending any criminal or civil proceedings or any investigation or other action proposed to be taken by a regulatory authority or in connection with any application for relief.
- 38.4 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.
- 38.5 In this Article: -
- 38.5.1 companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate;
  - 38.5.2 a "relevant director" means any director or former director of the Company or an associated company; and
  - 38.5.3 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company.