

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
NEW
ARTICLES OF ASSOCIATION
of
KITT TECHNOLOGY LIMITED

(Adopted by a special resolution passed on 19 October 2022)



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1. Introduction

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

2. Definitions

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

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

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

"Actions" shall have the meaning given in Article 6.3;

"Angel Director" means the director of the Company nominated by Andrew Barclay under Article Error! Reference source not found.;

"Anti-Dilution Shares" shall have the meaning given in Article 10.1;

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

"Asset Sale" means the disposal by the Company of all or substantially all of its undertaking and assets of the Company or a subsidiary of the Company that is considered material to the Company (where disposal may include, without limitation, a merger, a reorganisation or other transaction in which 50% of the outstanding voting power of the Company (or a subsidiary of the Company that is considered material to the Company) is transferred, or the grant by the Company of an exclusive, irrevocable licence of all or substantially all of the Company's intellectual property not entered into in the ordinary course of business or unless the Investor Majority determines that such grant should not be treated as an Asset Sale);

"Associate" in relation to any person means:

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

"Auditors" means the auditors of the Company from time to time or if the Company does not have auditors, its accountants;

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

"B Ordinary Leaver" means a holder of B Ordinary Shares who ceases to be an Employee or a Director;

"B Ordinary Shareholders" mean the holders from time to time of the B Ordinary Shares;

"B Ordinary Shares" means the B ordinary shares of £0.0001 each in the capital of the Company from time to time;

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

"Bonus Issue" or "Reorganisation" means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves (other than a capitalisation issue in substitution for or as an alternative to a cash dividend which is made available to the Seed Investors) or any consolidation or sub-division or redenomination or any repurchase or redemption of shares (other than Seed Shares) or any variation in the subscription price or conversion rate applicable to any other outstanding shares of the

Company in each case other than shares issued as a result of the events set out in Article 15.7;

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

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

"Company" means Kitt Technology Limited;

"Conditions" has the meaning given in Article 9.1;

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

"Conversion Date" has the meaning given in Article 9.1;

"Conversion Ratio" has the meaning given in Article 9.9;

"CTA 2010" means the Corporation Tax Act 2010;

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

"Deferred Conversion Date" means the date that any Founder Shares convert into Deferred Shares pursuant to Article 11;

"Deferred Shares" means deferred shares of £0.0001 each in the capital of the Company from time to time;

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

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

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

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

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

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

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

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

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

"Excluded Issuance" means any issuance of New Securities under one or more of the following conditions:

- (a) any New Securities issued or issuable to employees, directors of, or consultants to, the Company pursuant to any Share Option Plan approved by the Board with Hoxton Director Consent;
- (b) any New Securities issued or issuable upon a bonus issue or any sub-division of shares in the share capital of the Company;
- (c) any New Securities issued or issuable upon the conversion or exercise of any warrant, option or other convertible security in existence as at the Date of Adoption;
- (d) any New Securities issued or issuable upon conversion of any of the Seed Shares pursuant to Article 9 hereunder;
- (e) any New Securities issued or issuable pursuant to a bona fide acquisition of the Company by merger, purchase of substantially all of the assets or other reorganisation, or an IPO or to a joint venture agreement, provided, that such Excluded Issuance is approved by the Board in advance with Hoxton Director Consent;
- (f) any New Securities issued or issuable to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board with Hoxton Director Consent;

"Exercising Investor" means any Series Seed Investor or Series Seed-1A Investor who exercises its rights to acquire Anti-Dilution Shares in accordance with Article 10.1;

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

"Expert Valuer" is as determined in accordance with Article 19.2;

"Fair Value" is as determined in accordance with Article 19;

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

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

"Founders" means Stephen Coulson and Lucy Minton, and **"Founder"** shall mean any one of them individually;

"Founder Directors" has the meaning set out in Article 31.3 and **"Founder Director"** shall mean any one of them;

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

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

"Fractional Holders" has the meaning given in Article 9.13;

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

"Gilston" means Gilston Pharma Limited with company no. 134169 and registered address of 27 Esplanade, St Helier, Jersey, JE4 9XJ;

"Good Leaver" means a Leaver who ceases to be an Employee by reason of:

- (a) his death; or
- (b) permanent illness or incapacity or disability;

"Group" means the Company and its Subsidiary Undertaking(s) (if any) from time to time;

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

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

"Holding Company Reorganisation" means any transaction involving the issue of shares in the capital of a Holding Company to the Shareholders, the object or intent of which is to interpose the Holding Company as the sole owner of the Company such that immediately subsequent to such transaction:

- (c) the number and class of shares comprised in the issued share capital of the Holding Company, the identity of the shareholders of the Holding Company, and the number and class of shares held by each such person is substantially the same as the issued share capital of the Company and the identity of Shareholders and the number and class of Shares held by each such person immediately prior to such transaction (save for the fact that such shares are issued by a different company);
- (d) the rights attaching to each class of share comprised in the Holding Company are substantially the same as those rights attaching to the like class of share comprised in the share capital of the Company immediately prior to such transaction (save for the fact that such shares are issued by a different company and/or in a different jurisdiction with attendant differences in company law); and
- (e) the constitutional documents of the Holding Company are the same in substantive effect as the articles of association of the Company immediately prior to such acquisition (save for the fact that they apply in respect of a different company, and as to matters and modifications to reflect that the Holding Company may be incorporated in a jurisdiction other than England and Wales);

"Hoxton" means Hoxton Ventures III, L.P., acting by its manager, Hoxton Ventures LLP and/or any Permitted Transferee(s) to whom it has transferred Shares;

"Hoxton Consent" means the prior written consent of Hoxton;

"Hoxton Director" means the director of the Company nominated by Hoxton under Article 31.1;

"Hoxton Director Consent" means the prior written consent of the Hoxton Director;

"Hurdle" means in relation to any B Ordinary Shares, such amount as is determined by the Board on the allotment of those Shares and as is confirmed in the applicable Letter of Subscription as being the Hurdle that applies to those B Ordinary Shares;

"Institutional Investor" means a fund, partnership, body corporate, trust or other person or entity whose principal business is to make investments or a person whose business is to make, manage or advise upon investments for any of the foregoing;

"IPO" means the admission of all or any of the Shares or securities representing those shares (including without limitation depositary interests, American depositary receipts, American depositary shares and/or other instruments) on NASDAQ or the Official List of the United Kingdom Listing Authority or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000);

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

"Investor" has the meaning given in the SSA;

"Investor Majority" means the holder(s) of more than fifty (50) per cent of Seed Shares from time to time (treated as one class), which must include Hoxton;

"Investor Majority Consent" means the prior written consent of the Investor Majority;

"Issue Price" means the price at which the relevant Share is issued, including the full amount of any premium at which such Share was issued or deemed to be issued, provided always that: (i) the Issue Price of the Series Seed Shares shall be £522.51, and (ii) the Issue Price of the Series Seed-1A Shares shall be £609.53, in each case as adjusted pursuant to Article 10.3 or **Error! Reference source not found.** (as the case may be);

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

"Leaver Event" has the meaning given in Article 12.1;

"Leaver's Percentage" means, in relation to and for the purposes of determining the number of Founder Shares that are required (pursuant to Article 11) to be converted into Deferred Shares or to be transferred (as applicable) as a result of a Founder ceasing to be an Employee within the period commencing on the Vesting Start Date and ending on the Effective Termination Date, the percentage calculated as follows:

- (a) during the period from the Vesting Start Date to the first anniversary of the Vesting Start Date, 67 per cent; and
- (a) during the period from the first anniversary of the Vesting Start Date to the fourth anniversary of the Vesting Start Date, the percentage (rounded to the nearest two decimal places) as calculated using the formula below:

$$67 - ((1/36 \times 67) \times NM),$$

where NM = number of full calendar months from the first anniversary of the Vesting Start Date to the Effective Termination Date such that the Leaver's Percentage shall be zero on the first day of the 49th month after the Vesting Start Date and thereafter;

"Leaver B Shares" means, in relation to a B Ordinary Leaver, all the B Ordinary Shares held by:

- (a) the person in question; or
- (b) any Permitted Transferee of that person other than those B Ordinary Shares held by the Permitted Transferee that the Investor Majority declare were not acquired directly or indirectly from the B Ordinary Leaver or by reason of that person's relationship with the B Ordinary Leaver (as the case may be);

"Letter of Subscription" means:

- (a) a letter of subscription for any B Ordinary Shares executed and delivered to the Company from time to time by a subscriber for such Shares (and countersigned on behalf of the Company); or
- (b) any subscription agreement in relation to the issue and allotment of any B Ordinary Shares, entered between the Company and the subscriber for B Ordinary Shares,

setting out, in either case, the Hurdle determined by the Board for the B Ordinary Shares in question;

"Lower Hurdle" is as determined in accordance with Article 5.1(e);

"Lowest Hurdle" means the lowest Hurdle borne by any B Ordinary Shares when compared to the Hurdle borne by all other B Ordinary Shares;

"Major Investors" means the Investors who form the Investor Majority;

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

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

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

"NASDAQ" means the NASDAQ Stock Market of the NASDAQ OMX Group Inc.;

"New Securities" means any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the events set out in Article 15.7);

"Next Hurdle" is as determined in accordance with Article 5.1(e);

"Offer Period" has the meaning set out in Article 18.7(a);

"Ordinary Majority" means the holder(s) of more than fifty (50) per cent of Ordinary Shares from time to time;

"Ordinary Shareholders" mean the holders from time to time of the Ordinary Shares;

"Ordinary Shares" means the ordinary shares of £0.0001 each in the capital of the Company from time to time;

"Original Shareholder" has the meaning set out in Article 17.1;

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

"Permitted Transfer" means a transfer of Shares in accordance with Article 17;

"Permitted Transferee" means:

- (a) in relation to a Shareholder who is an individual, any of his Privileged Relations, Trustees or Qualifying Companies;
- (b) in relation to a Shareholder other than Gilston which is an undertaking (as defined in section 1161(1) of the Act) means any Member of the same Group;
- (c) in relation to a Shareholder which is an Investment Fund or a nominee of such Investment Fund means any Member of the same Fund Group;
- (d) in relation to an Investor other than Gilston:
 - (i) to any Member of the same Group;
 - (ii) to any Member of the same Fund Group;
 - (iii) to any Institutional Investor; or
 - (iv) to any bare nominee of that Investor; and
- (e) in relation to Gilston or any Taylor Brothers Party, to any Taylor Brothers Party;

"Previous Hurdle" is as determined in accordance with Article 5.1(e);

"Priority Rights" means the rights of Shareholders to purchase Shares contained in a Transfer Notice in the priority stipulated in Article 11.6 or Article 18.6 (as applicable);

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

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

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

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

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

"Proposed Transfer" has the meaning given in Article 21.1;

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

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

"Qualifying IPO" means an IPO in which the net aggregate subscription amount in respect of the new Ordinary Shares issued at the time of the IPO is not less than USD \$60,000,000;

"Relevant Interest" has the meaning set out in Article 34.5;

"Relevant Period" means forty eight (48) months from the Vesting Start Date;

"Sale Shares" has the meaning set out in Article 18.2(a);

"Second Lowest Hurdle" means the second lowest Hurdle borne by any B Ordinary Shares when compared to the Hurdle borne by all other B Ordinary Shares;

"Seed Investor" means any holder from time to time of Seed Shares;

"Seed Shares" means the Series Seed-1A Shares, the Series Seed-1B Shares and the Series Seed Shares;

"Seller" has the meaning set out in Article 18.2;

"Selling Shareholder" has the meaning given in Article 22.1;

"Series Seed Investor" means any holder from time to time of Series Seed Shares;

"Series Seed Majority" means the holders of more than 50% of the Series Seed Shares in issue from time to time;

"Series Seed Shares" means the series seed shares of £0.0001 each in the capital of the Company from time to time;

"Series Seed-1A Investor" means any holder from time to time of Series Seed-1A Shares;

"Series Seed-1A Majority" means the holders of more than 50% of the Series Seed-1A Shares in issue from time to time;

"Series Seed-1A Shares" means the series seed-1A shares of £0.0001 each in the capital of the Company from time to time;

"Series Seed-1B Investor" means any holder from time to time of Series Seed-1B Shares;

"Series Seed-1B Majority" means the holders of more than 50% of the Series Seed-1B Shares in issue from time to time;

"Series Seed-1B Shares" means the series seed-1B shares of £0.0001 each in the capital of the Company from time to time;

"Shareholder" means any holder of any Equity Shares (but excludes the Company holding Treasury Shares);

"Share Option Plan" means the share option plan of the Company to be adopted, the terms of which have been approved with Hoxton Consent;

"Shares" means the Ordinary Shares, the B Ordinary Shares, the Seed Shares and the Deferred Shares from time to time;

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

"SSA" means the amended and restated subscription and shareholders' agreement dated on or around the Date of Adoption between, amongst others, the Company and the Investors as amended, restated, supplemented or otherwise modified from time to time;

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

"Subscription Period" shall have the meaning given in Article 15.2;

"Surplus Assets" means the surplus assets of the Company remaining after payment of its liabilities;

"Taylor Brothers" means each of Carey Robert Crabtree Taylor, Christopher Joseph Crabtree Taylor and Neil Barry Crabtree Taylor;

"Taylor Brothers Party" means any (i) Taylor Brother; (ii) Privileged Relation of any Taylor Brother; (iii) the trustees of any Taylor Brothers Trust; and (iv) company in relation to which any Taylor Brother(s) or any Taylor Brothers Trust holds a Controlling Interest;

"Taylor Brothers Trust" means, as regards any Taylor Brother, a trust (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which any living Taylor Brother has a beneficial interest in any of the Shares in question; and for this purpose a Taylor Brother shall be considered to be beneficially interested in a Share if he is alive and such Share, or the income in respect thereof, is, or may become liable to be, transferred or paid or applied or appointed to or for his benefit, or any voting or other rights attaching thereto are, or may become liable, to be exercisable by, or as directed by, him pursuant to the terms of the relevant trust, or in consequence of an exercise of a power or discretion conferred thereby on him;

"Transfer Notice" shall have the meaning given in Article 18.2;

"Transfer Price" shall have the meaning given in Article 18.2;

"Treasury Shares" means shares in the capital of the Company held by the Company as treasury shares from time to time within the meaning set out in section 724(5) of the Act;

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

"Unvested Shares" means those unvested Founder Shares which may be required to be converted into Deferred Shares or to be transferred under Article 11; and

"Vesting Start Date" means 20 October 2021.

3. Share capital

- 3.1 In these Articles, but subject to Article 3.8, and unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and ranking pari passu in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 3.2 The words "and the directors may determine the terms, conditions and manner of redemption of any such shares" shall be deleted from article 22(2) of the Model Articles.
- 3.3 Subject to Investor Majority Consent and the Act, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.
- 3.4 Paragraph (c) of article 24(2) of the Model Articles shall be amended by the replacement of the words "that the shares are fully paid; and" with the words "the amount paid up on them; and".
- 3.5 In article 25(2) of the Model Articles, the words "payment of a reasonable fee as the directors decide" in paragraph (c) shall be deleted and replaced by the words "payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine".
- 3.6 For the avoidance of doubt, the Company shall not exercise any right in respect of any Treasury Shares, including without limitation any right to:
- (a) receive notice of or to attend or vote at any general meeting of the Company;
 - (b) receive or vote on any proposed written resolutions; and
 - (c) receive a dividend or other distribution,
- save as otherwise permitted by section 726(4) of the Act.
- 3.7 The Company shall be entitled to retain any share certificate(s) relating to Founder Shares while any such Shares remain Unvested.
- 3.8 For the purposes of Articles 21 and 23, each tranche of B Ordinary Shares with the same Hurdle shall be treated as one class of shares which is separate from each other tranche of B Ordinary Shares with a different Hurdle.

4. Dividends

- 4.1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 4.
- 4.2 Any Available Profits which the Company may determine, with Investor Majority Consent, to distribute in respect of any Financial Year will be distributed among the holders of Shares as follows:
- (a) 99.9999% of the Available Profits to be distributed will be distributed amongst the holders of the Seed Shares and Ordinary Shares (pari passu as if the Seed Shares and Ordinary Shares constituted one class of share) pro rata to their respective holdings of Seed Shares and Ordinary Shares; and
- 4.3 0.0001% of the Available Profits to be distributed will be distributed amongst the holders of the B Ordinary Shares and Deferred Shares pro rata to their respective holdings of such Shares.

4.4 Subject to the Act and these Articles, the Board may, provided Investor Majority Consent is given, pay interim dividends if justified by the Available Profits in respect of the relevant period.

4.5 Every dividend shall accrue on a daily basis assuming a 365-day year. All dividends shall be expressed net and shall be paid in cash.

4.6 Article 31(1) of the Model Articles shall be amended by:

(a) the replacement of the words "either in writing or as the directors may otherwise decide" at the end of paragraphs (a), (b) and (c) of that article 31(1) with the words "in writing"; and

(b) the replacement of the words "either in writing or by such other means as the directors decide" from the end of paragraph (d) of that article 31(1) with the words "in writing".

5. Liquidation Waterfall

5.1 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 shall be applied (to the extent that the Company is lawfully permitted to do so):

(a) 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);

(b) second, in paying a sum equal to the higher of:

(A) £X plus £100 (where X is an amount equal to the aggregate Participation Amount of all the Seed Shares in issue at the relevant time) to be distributed as to 0.0001% to the holders of the Ordinary Shares and B Ordinary Shares pro-rata according to the number of Ordinary Shares and B Ordinary Shares held by them (as if such Ordinary Shares and B Ordinary Shares constituted one and the same class) and as to the balance to the holders of Seed Shares such that each holder of Seed Shares receives in respect of each Seed Share held the Participation Amount of that Series Seed-1A Share, Series Seed-1B Share or Series Seed Share (provided that if there are insufficient Surplus Assets to pay the amounts per Series Seed-1A Shares, Series Seed-1B Shares or Series Seed Shares equal to the Participation Amount in full, the remaining Surplus Assets shall be distributed to the Series Seed-1A Investors, Series Seed-1B Investors, Series Seed Investors, Ordinary Shareholders and B Ordinary Shareholders pro rata to the amounts which such holders would otherwise have been entitled to receive under this Article 5.1(b)(A)); or

(B) £X plus £100 (where X is an amount equal to the aggregate amount to which the Seed Investors would be entitled to if all Seed Shares had been converted into Ordinary Shares immediately prior to the distribution of the Surplus Assets (and all Seed Shares shall be treated as Ordinary Shares for the purposes of Articles 5.1(c), (d), (e) and (f))) to be distributed as to 0.0001% to the holders of the Ordinary Shares and B Ordinary Shares pro-rata according to the number of Ordinary Shares and B Ordinary Shares held by them (as if such Ordinary Shares and B Ordinary Shares constituted one and the same class) and as to the balance to the holders of the Seed

Shares pro-rata according to the number of Seed Shares held by them (as if the Seed Shares constituted one and the same class);

- (c) third, if any Surplus Assets remain unpaid following any payments made pursuant to Article 5.1(a) and Article 5.1(b), then the balance of the Surplus Assets shall be distributed as follows (provided that if any B Ordinary Shares are then in issue, the total amount distributed pursuant to this Article 5.1(c) shall be limited to such amount as is required to ensure that each Ordinary Share receives an amount equal to the Lowest Hurdle);
 - (i) in respect of the Series Seed-1A Shares, the Series Seed-1B Shares, and, if any B Ordinary Shares are then in issue, a total amount equal to 0.0001% of the Surplus Assets to be distributed pursuant to this Article 5.1(c) shall be distributed among the holders of Series Seed-1A Shares, Series Seed-1B Shares, and B Ordinary Shares pro rata to the number of Series Seed-1A Shares, Series Seed-1B Shares, and B Ordinary Shares held (as if the Series Seed-1A Shares, Series Seed-1B Shares, and B Ordinary Shares constituted one and the same class); and
 - (ii) the balance of such Surplus Assets shall be distributed amongst the holders of the Ordinary Shares pro rata to the number of Ordinary Shares held;
- (d) fourth, if any Surplus Assets remain unpaid following any payments made pursuant to Articles 5.1(a), 5.1(b), 5.1(c) then the balance of the Surplus Assets shall be distributed as follows (provided that if any B Ordinary Shares are then in issue which bear a Hurdle that is greater than the Lowest Hurdle, the total amount distributed pursuant to this Article 5.1(d) shall be limited to such amount as is required to ensure that each Ordinary Share receives an amount in total (after taking into account all amounts distributed pursuant to Article 5.1) equal to the Second Lowest Hurdle):
 - (i) in respect of the Series Seed-1A Shares, the Series Seed-1B Shares, and, if any B Ordinary Shares are then in issue which bear a Hurdle that is greater than the Lowest Hurdle, a total amount equal to 0.0001% of the Surplus Assets to be distributed pursuant to this Article 5.1(d) shall be distributed among the holders of such Series Seed-1A Shares, Series Seed-1B Shares, and B Ordinary Shares pro rata to the number of Series Seed-1A Shares, Series Seed-1B Shares, and B Ordinary Shares held (as if the Series Seed-1A Shares, Series Seed-1B Shares, and B Ordinary Shares constituted one and the same class); and
 - (ii) the balance of such Surplus Assets shall be distributed among the holders of the Ordinary Shares and the holders of the B Ordinary Shares that bear the Lowest Hurdle (as if such Shares constituted one class and on the basis that such Surplus Assets are distributed pro rata to the number of such Shares held by them respectively);
- (e) fifth, if any Surplus Assets remain unpaid following any payments made pursuant to Articles 5.1(a), 5.1(b), 5.1(c), and 5.1(d), then the balance of the Surplus Assets shall be distributed as follows (provided that if any B Ordinary Shares are then in issue which bear a Hurdle that is greater than the Previous Hurdle, the total amount distributed pursuant to this Article 5.1(e) shall be limited to such amount as is required to ensure that each Ordinary Share receives an amount in total (after taking into account all amounts distributed pursuant to Article 5.1) equal to the Next Hurdle):
 - (i) in respect of the Series Seed-1A Shares, the Series Seed-1B Shares, and, if any B Ordinary Shares are then in issue which bear a Hurdle that is greater than the Previous Hurdle, a total amount equal to 0.0001% of the Surplus Assets to be distributed pursuant to this Article 5.1(e) shall be distributed

among the holders of such Series Seed-1A Shares, Series Seed-1B Shares, and B Ordinary Shares pro rata to the number of Series Seed-1A Shares, Series Seed-1B Shares, and B Ordinary Shares held (as if the Series Seed-1A Shares, Series Seed-1B Shares, and B Ordinary Shares constituted one and the same class); and

- (ii) the balance of such Surplus Assets shall be distributed among the holders of the Ordinary Shares and the holders of the B Ordinary Shares that bear the Previous Hurdle or any Lower Hurdle (as if such Shares constituted one class and on the basis that such Surplus Assets are distributed pro rata to the number of such Shares held by them respectively);

and, for the purposes of this Article 5.1(e), the "**Previous Hurdle**" shall be the Second Lowest Hurdle, the "**Next Hurdle**" shall be the lowest Hurdle borne by B Ordinary Shares (when compared to the Hurdle borne by all other B Ordinary Shares) which is greater than the Previous Hurdle and the "**Lower Hurdle**" shall be any Hurdle that is less than the Previous Hurdle; and

- (f) sixth, if any Surplus Assets remain unpaid following any payments made pursuant to Articles 5.1(a), 5.1(b), 5.1(c), 5.1(d) and 5.1(e), then the provisions of Article 5.1(e) shall continue to be applied, mutatis mutandis, as if the references to the "**Previous Hurdle**" were a reference to the Next Hurdle on the previous application of the provisions of Article 5.1(e) (including, for the avoidance of doubt, any application of such provisions in accordance with this Article 5.1(f)), to the balance of the Surplus Assets until all of the Surplus Assets have been distributed.

6. Exit provisions

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

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

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

- 6.2 On an Asset Sale, the Surplus Assets shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 5 provided always that if it is not lawful for the Company to distribute its Surplus Assets in accordance with the provisions of these Articles, the Shareholders shall take any action required by an Investor Majority (including, but without prejudice to the generality of this Article 6.2, actions that may be necessary to put the Company into voluntary liquidation) so that Article 5 applies.
- 6.3 In the event of an Exit approved by the Board and an Investor Majority in accordance with the terms of these Articles (the "**Proposed Exit**"), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable pre-emption or similar rights in connection with the Proposed Exit ("**Actions**"). The Shareholders shall be required to take all Actions

with respect to the Proposed Exit as are required by the Board to facilitate, give effect to and otherwise implement the Proposed Exit; subject always to the proceeds of such Exit being distributed to Shareholders in accordance with the provisions of Article 5 and this Article 6.

- 6.4 Notwithstanding any other provision of these Articles, immediately prior to an IPO, all the B Ordinary Shares shall be reorganised into one class of Ordinary Share or, as the case may be, Deferred Share on such basis as will entitle the holders of such B Ordinary Shares to benefit from the economic effect of the IPO as if such event were a Share Sale of the entire issued share capital of the Company for total sale proceeds that are deemed to be equal to the price per share (expressed in pounds sterling to the nearest penny) at which Ordinary Shares are proposed to be sold in connection with the IPO (in the case of an offer for sale, being the underwritten price (or if applicable the minimum tender price), and in the case of a placing being the placing price) multiplied by the total number of Ordinary Shares in issue immediately prior to the IPO (excluding any new ordinary shares that are issued on the IPO).

7. Votes in general meeting and written resolutions

- 7.1 The Series Seed-1A Shares shall confer on each holder of Series Seed-1A Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.2 The Series Seed-1B Shares shall confer on each holder of Series Seed-1B Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.3 The Series Seed Shares shall confer on each holder of Series Seed Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.4 The Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.5 The B Ordinary Shares and the Deferred Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.
- 7.6 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.
- 7.7 No voting rights attached to a share which is nil paid or partly paid may be exercised:
- (a) at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or
 - (b) on any proposed written resolution,

unless all of the amounts payable to the Company in respect of that share have been paid.

8. Consolidation of Shares

- 8.1 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including,

subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

- 8.2 When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act and to these Articles, by ordinary resolution determine that, as between the Shares resulting from the sub-division or consolidation, any of them may have any preference or advantage or be subject to any restriction as compared with the others.

9. Conversion of Series Seed Shares, Series Seed-1A Shares and Series Seed-1B Shares

- 9.1 Any holder of Series Seed-1A Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the fully paid Series Seed-1A Shares held by them at any time and those Series Seed-1A Shares shall convert automatically on the date of such notice (the "**Seed-1A Conversion Date**"), provided that the holder may in such notice, state that conversion of its Series Seed-1A Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the "**Seed-1A Conversion Conditions**").

- 9.2 All of the fully paid Series Seed-1A Shares shall automatically convert into Ordinary Shares:

- (a) on the date of a notice given by a Series Seed-1A Majority (which date shall be treated as the Seed-1A Conversion Date); or
- (b) immediately upon the occurrence of a Qualifying IPO.

- 9.3 Any holder of Series Seed-1B Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the fully paid Series Seed-1B Shares held by them at any time and those Series Seed-1B Shares shall convert automatically on the date of such notice (the "**Seed-1B Conversion Date**"), provided that the holder may in such notice, state that conversion of its Series Seed-1B Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the "**Seed-1B Conversion Conditions**").

- 9.4 All of the fully paid Series Seed-1B Shares shall automatically convert into Ordinary Shares:

- (a) on the date of a notice given by a Series Seed-1B Majority (which date shall be treated as the Seed-1B Conversion Date); or
- (b) immediately upon the occurrence of a Qualifying IPO.

- 9.5 Any holder of Series Seed Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the fully paid Series Seed Shares held by them at any time and those Series Seed Shares shall convert automatically on the date of such notice (the "**Seed Conversion Date**"), provided that the holder may in such notice, state that conversion of its Series Seed Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the "**Seed Conversion Conditions**").

- 9.6 All of the fully paid Series Seed Shares shall automatically convert into Ordinary Shares:

- (a) on the date of a notice given by a Series Seed Majority (which date shall be treated as the Seed Conversion Date); or
- (b) immediately upon the occurrence of a Qualifying IPO.

- 9.7 In the case of (i) Articles 9.1, **Error! Reference source not found.**, 9.3, 9.4(a), 9.5, and 9.6(a), not more than five Business Days after the Seed-1A Conversion Date, the Seed-1B

Conversation Date, or the Seed Conversion Date (as the case may be) or (ii) in the case of Articles 9.1, 9.2(b), 9.5, 9.4(b), 9.5, and 9.6(b), at least five Business Days prior to the occurrence of the Qualifying IPO, each relevant holder of the relevant Series Seed-1A Shares, and/or Series Seed-1B Shares, and/or Series Seed Shares (as the case may be) shall deliver the certificate (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Series Seed-1A Shares, and/or the Series Seed-1B Shares, and/or the Series Seed Shares (as the case may be) being converted to the Company at its registered office for the time being.

- 9.8 Where conversion is mandatory on the occurrence of a Qualifying IPO, that conversion will be effective only immediately prior to and conditional upon such a Qualifying IPO (and "**Seed-1A Conversion Date**", "**Seed 1B Conversion Date**" and "**Seed Conversion Date**" shall be construed accordingly) and, if such a Qualifying IPO does not become effective or does not take place, such conversion shall be deemed not to have occurred. In the event of a conversion under Article 9.1, if the Seed-1A Conversion Conditions or the Seed-1B Conversion Conditions as the case may be have not been satisfied or waived by the relevant holder by the Seed-1A Conversion Date or the Seed-1B Conversion Date as the case may be, such conversion shall be deemed not to have occurred. In the event of a conversion under Article 9.5, if the Seed Conversion Conditions have not been satisfied or waived by the relevant holder by the Seed Conversion Date such conversion shall be deemed not to have occurred.
- 9.9 On the Seed-1A Conversion Date, Seed-1B Conversion Date or Seed Conversion Date (as the case may be), the relevant Series Seed-1A Shares and/or Series Seed-1B Shares and/or Series Seed Shares (as the case may be) shall without further authority than is contained in these Articles stand converted into Ordinary Shares on the basis of one Ordinary Share for each Series Seed-1A Share, Series Seed-1B Share or Series Seed Share held (as the case may be) (the "**Conversion Ratio**"), and the Ordinary Shares resulting from that conversion shall in all other respects rank pari passu with the existing issued Ordinary Shares.
- 9.10 The Company shall on the Seed-1A Conversion Date, Seed-1B Conversion Date or Series Seed Conversion Date (as the case may be) enter the holder of the converted Series Seed-1A Shares and/or Series Seed-1B Shares and/or Series Seed Shares (as the case may be) 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 Series Seed-1A Shares and/or Series Seed-1B Shares and/or Series Seed Shares (as the case may be) in accordance with this Article, the Company shall within 10 Business Days of the Seed-1A Conversion Date and/or the Seed-1B Conversion Date and/or Seed Conversion Date (as the case may be) forward to such holder of Series Seed-1A Shares and/or Series Seed-1B Shares and/or Series Seed Shares (as the case may be) by post to his address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares.
- 9.11 On the Seed-1A Conversion Date, the Seed-1B Conversion Date or the Seed Conversion Date (as the case may be) (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 Series Seed-1A Shares and/or the Series Seed-1B Shares and/or Series Seed Shares (as the case may be) falling to be converted a dividend equal to all Arrears and accruals of dividends in relation to those Series Seed-1A Shares and/or Series Seed-1B Shares and/or Series Seed Shares (as the case may be) to be calculated on a daily basis down to and including the day immediately preceding the Seed-1A Conversion Date, the Seed-1B Conversion Date, or the Seed Conversion Date (as the case may be). If the Company has insufficient Available Profits to pay all such Arrears and accruals of dividends in full then it will pay the same to the extent that it is lawfully able to do so and any Arrears and accruals of dividends that remain outstanding shall continue to be at debt due from and immediately payable by the Company.

9.12 The Conversion Ratio shall from time to time be adjusted in accordance with the provisions of this Article:

- (a) if Series Seed-1A Shares and/or Series Seed-1B Shares and/or Series Seed 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 Hoxton Director Consent is fair and reasonable, to maintain the right to convert so as to ensure that each holder of Series Seed-1A Shares and/or Series Seed-1B Shares and/or Series Seed 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; and
- (b) if Series Seed-1A Shares and/or Series Seed-1B Shares and/or Series Seed 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 Hoxton Director Consent is fair and reasonable, to maintain the right to convert so as to ensure that each holder of Series Seed-1A Shares and/or Series Seed-1B Shares and/or Series Seed 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.

9.13 If any holder of Series Seed-1A Shares and/or Series Seed-1B Shares and/or Series Seed 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.

9.14 If a doubt or dispute arises concerning an adjustment of the Conversion Ratio in accordance with Article 9.12, or if so requested by an Investor Majority, the Board shall refer the matter to the Auditors for determination who shall make available to all Shareholders their report and whose certificate as to the amount of the adjustment is, in the absence of manifest error, conclusive and binding on all concerned and their costs shall be met by the Company.

10. Anti-dilution Protection

10.1 Other than an Excluded Issuance, if New Securities are issued by the Company at a price per New Security which equates to less than the Issue Price of any Separately Priced Subset (as defined below) (a "**Qualifying Issue**") (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the new consideration for the allotment of the New Securities) then the Company shall unless the Series Seed-1A Majority shall have specifically waived the rights of all of the holders of Series Seed-1A Shares and / or the Series Seed Majority shall have specifically waived the rights of all of the holders of Series Seed Shares, issue to each holder of Series Seed-1A Shares and/or Series Seed Shares (each an "**Exercising Investor**") a number of new Series Seed-1A Shares or Series Seed Shares (as applicable) determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with Article 10.2(b) (the "**Anti-Dilution Shares**"):

$$N = \left(\left(\frac{SIP}{WA} \right) \times Z \right) - Z$$

Where:

N= Number of Anti-Dilution Shares to be issued to the Exercising Investor

$$WA = \frac{(SIP \times ESC) + (QISP \times NS)}{(ESC + NS)}$$

SIP = Issue Price of the relevant Separately Priced Subset (as defined below)

ESC = the number of Equity Shares in issue plus the aggregate number of Shares in respect of which options to subscribe have been granted, or which are subject to convertible securities (including but not limited to warrants) in each case immediately prior to the Qualifying Issue

QISP = the lowest per share price of the New Securities issued pursuant to the Qualifying Issue (which in the event that that New Security is not issued for cash shall be the sum certified by the Auditors acting as experts and not arbitrators as being in their opinion the current cash value of the non-cash consideration for the allotment of the New Security)

NS = the number of New Securities issued pursuant to the Qualifying Issue

Z = the number of relevant Series Seed-1A Shares or Series Seed Shares in the relevant Separately Priced Subset (as defined below) held by the Exercising Investor prior to the Qualifying Issue.

The calculations in Article 10.1 shall be applied separately in respect of each Series Seed-1A Share and Series Seed Share with a different Issue Price (each a "**Separately Priced Subset**") and utilising the Issue Price for each such Separately Priced Subset. No account shall be taken in each such calculation of any issue of Anti-Dilution Shares in respect of any other Separately Priced Subset in respect of the same Qualifying Issue (but such Anti-Dilution Shares shall be taken into account and subsist in the value of "ESC" in respect of any application of Article 10.1 on any subsequent Qualifying Issue).

10.2 The Anti-Dilution Shares shall:

- (a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or a majority of the Exercising Investors shall agree otherwise, in which event the Exercising Investors shall be entitled to subscribe for the Anti-Dilution Shares in cash at par (being the par value approved in advance by Hoxton Director Consent) and the entitlement of such Exercising Investors to Anti-Dilution Shares shall be increased by adjustment to the formula set out in Article 10.1 so that the Exercising Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and any Exercising Investor as to the effect of Article 10.1 or this Article 10.2, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Anti-Dilution Shares to be issued. The Auditor's certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising Investor; and
- (b) subject to the payment of any cash payable pursuant to Article 10.2 (if applicable), be issued, credited fully paid up in cash and shall rank pari passu in all respects with the existing Series Seed-1A Shares and Series Seed Shares as relevant, within five Business Days of the expiry of the Offer being made by the Company to the Exercising Investor and pursuant to Article 10.2.

10.3 In the event of any Bonus Issue or Reorganisation, the Issue Price of each Series Seed-1A Share and Series Seed Share within the relevant Separately Priced Subset(s) shall also be

subject to adjustment on such basis as may be agreed by the Company with the Investor Majority within 10 Business Days after any Bonus Issue or Reorganisation. If the Company and the Investor Majority cannot agree such adjustment it shall be referred to the Auditors whose determination shall, in the absence of manifest error, be final and binding on the Company and each of the Shareholders. The costs of the Auditors shall be borne by the Company.

- 10.4 The Issue Price of each Series Seed-1A Share and Series Seed Share within the relevant Separately Priced Subset held by each Exercising Investor following the issue of Anti-Dilution Shares under this Article 10 shall be adjusted such that it is equal to an amount equal to (a) divided by (b) where:

- (a) is the aggregate Issue Price of the relevant Series Seed-1A Shares and Series Seed Shares within the relevant Separately Priced Subset held by such Exercising Investor immediately prior to the issue of the Anti-Dilution Shares; and
- (b) is the number of Series Seed-1A Shares and Series Seed Shares within the relevant Separately Priced Subset held by such Exercising Investor (including the Anti-Dilution Shares) immediately after the issue of the Anti-Dilution Shares,

provided that such aggregate adjusted Issue Price shall be no less than, and no greater than, the aggregate Issue Price for all relevant Series Seed-1A Shares and Series Seed Shares within that relevant Separately Priced Subset prior to the issue of the Anti-Dilution Shares.

If a doubt or dispute arises in respect of the adjustment under this Article 10.4 between the Company and the Investor Majority, the matter shall be referred to the Auditors whose determination shall, in the absence of manifest error, be final and binding on the Company and each of the Shareholders. The costs of the Auditors shall be borne by the Company.

- 10.5 For the purposes of this Article 10, any Shares held as Treasury Shares by the Company shall be disregarded when calculating the number of Anti-Dilution Shares to be issued.

11. Departing Founder

- 11.1 Subject to Article 11.4, unless an Investor Majority determines that this Article 11.1 shall not apply, if at any time during the Relevant Period a person becomes a Leaver who is not a Good Leaver, the Leaver's Percentage of the Founder Shares relating to such Leaver shall be automatically converted into Deferred Shares (on the basis of one Deferred for each Founder Share held) on the Effective Termination Date (rounded down to the nearest whole share).

Vesting provisions – Deferred Shares

- 11.2 If at any time during the Relevant Period a Founder becomes a Good Leaver, such Founder is entitled to retain all his Founder Shares on the Effective Termination Date.
- 11.3 Upon conversion of Founder Shares pursuant to Article 11.1 into Deferred Shares the Company shall be entitled to enter the holder of the Deferred Shares on the register of members of the Company as the holder of the appropriate number of Deferred Shares as from the Deferred Conversion Date. Upon the Deferred Conversion Date, the Founder (and his Permitted Transferee(s)) shall deliver to the Company at its registered office the share certificate(s) (to the extent not already in the possession of the Company) (or an indemnity for lost certificate in a form acceptable to the Board) for the Unvested Shares so converting and upon such delivery there shall be issued to him (or his Permitted Transferee(s)) share

certificate(s) for the number of Deferred Shares resulting from the relevant conversion and any remaining Ordinary Shares (if applicable).

Deemed Transfer Notice

- 11.4 The Board (other than the departing Founder but including the Hoxton Director) shall be entitled to determine that, in the alternative to Article 11.1 if a Founder becomes a Leaver who is not a Good Leaver, a Transfer Notice shall be deemed to be given in respect of the Leaver's Percentage of the Founder Shares which were to convert into Deferred Shares under Article 11.1 on the Effective Termination Date.
- 11.5 In the event that a Transfer Notice is deemed to have been given in accordance with Article 11.4, the Transfer Price shall be the lower of Fair Value and the nominal value of the Founder Shares. For the purposes of this Article, Fair Value shall be as agreed the Board (acting by Hoxton Director Consent) and the relevant Founder, or failing agreement within five Business Days of seeking to agree such price, shall be as determined in accordance with Article 19.
- 11.6 For the purposes of a transfer made in accordance with Article 11.4 and/or Article 11.5 the Priority Rights shall be such that the Founder Shares are offered in the following order of priority:
- (a) to the Company (subject always to the provisions of the Act); and/or
 - (b) to any person(s) approved by the Board (other than the departing Founder and including the Hoxton Director).
- 11.7 Each holder of Founder Shares acknowledges that the provisions of this Article 11 are made for the purpose of assuring for the benefit of the members of the Company as a whole the value and the full benefit of the goodwill of the business of the Company and accordingly that any application of these provisions in accordance with their terms would represent a reasonable and proportionate sanction.
- 12. B Ordinary Leavers**
- 12.1 This Article applies where a holder of B Ordinary Shares, or the Original Shareholder in relation to any B Ordinary Shares, becomes a B Ordinary Leaver ("**Leaver Event**").
- 12.2 Upon the occurrence of a Leaver Event, and at any time thereafter, the Board may serve notice on any holder of Leaver B Shares relating to the B Ordinary Leaver in question requiring each such Shareholder to transfer all the Leaver B Shares held by that Shareholder (a "**Leaver Transfer Notice**") either:
- (a) to such person or persons (excluding the Company) that the Board shall nominate with Hoxton Director Consent and specify in the Leaver Transfer Notice and, in which case, the provisions of Article 12.4 shall apply; or
 - (b) if so specified in the Leaver Transfer Notice, pursuant to the provisions of Article 18 as if a Transfer Notice had been served by the holder of the Leaver B Shares specifying the following:
 - (i) that the Transfer Price for the Sale Shares will be as determined in accordance with Article 12.3;
 - (ii) that it does not include a Minimum Transfer Condition (as defined in Article 18.2(d)); and
 - (iii) that the holder of the Leaver B Shares wishes to transfer all the Leaver B Shares held by it.

12.3 The price payable for the Leaver B Shares will be a price equal to:

- (a) the fair value of those Shares as at the date of the Leaver Event, as agreed between the holder of the Leaver B Shares and the Board acting with Hoxton Director Consent; or
- (b) in the absence of such agreement within 10 Business Days after the serving of the Leaver Transfer Notice, the Fair Value of those Shares as determined in accordance with Article 19 (but on the basis that the Expert Valuer will determine the Fair Value with effect from the date of the Leaver Event).

12.4 Where Leaver B Shares are to be transferred in accordance with the provisions of Article 12.2(a):

- (a) the purchase price payable for the Leaver B Shares will be determined in accordance with Article 12.3;
- (b) the completion date for the transfer of the Leaver B Shares shall be the date which is two Business Days following the determination of the purchase price in accordance with Article 12.3;
- (c) on the completion date, each Leaver B Share will be transferred free from all encumbrances and with full title guarantee and together with all rights attaching to such Shares at the date of transfer; and
- (d) the transferor of the Leaver B Shares shall deliver to the relevant transferee (or each relevant transferee) a duly executed stock transfer form in respect of the Leaver B Shares being transferred by him or her to that transferee together with the relevant share certificate(s) (or an indemnity in respect thereof in a form satisfactory to the Board) by the completion date.

12.5 If a holder of Leaver B Shares fails to comply with his or her obligations under Article 12.4:

- (a) the chairman of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the holder of the Leaver B Shares:
 - (i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the Leaver B Shares pursuant to the provisions of Article 12.4;
 - (ii) receive the purchase price for the Leaver B Shares and give a good discharge for it; and
 - (iii) (subject to the transfer being duly stamped) enter the transferee of the Leaver B Shares in the register of Shareholders as the holders of the Shares purchased by them; and
- (b) the Company shall pay the purchase price for the Leaver B Shares into a separate bank account in the Company's name on trust (but without interest) or otherwise hold the purchase price on trust for the transferor of the Leaver B Shares until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Board).

13. Deferred Shares

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

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

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

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

13.3 No Deferred Share may be transferred without Hoxton Director Consent.

13.4 The Company may from time to time as determined by the Board acting with Hoxton Director Consent enter into a contract with a person which provides for some or all of the Shares relating to such person to be converted into Deferred Shares in specified circumstances.

- (a) Any such Shares for conversion shall be automatically converted into Deferred Shares (on the basis of one Deferred for each Share held on terms and conditions of the relevant contract (rounded down to the nearest whole share)).
- (b) Upon any such conversion of Shares 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 date of the conversion. Thereafter, the relevant member(s) (and his Permitted Transferee(s)) shall deliver to the Company at its registered office the share certificate(s) (to the extent not already in the possession of the Company) (or an indemnity for lost certificate in a form acceptable to the Board) for the 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 (if applicable).

14. Variation of rights

14.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of at least seventy-five (75) percent in nominal value of the issued shares of that class save that:

- (a) the special rights attaching to the Series Seed Shares may only be varied or abrogated with Seed Majority Consent;

- (b) the special rights attaching to the Series Seed-1A Shares may only be varied or abrogated with Seed-1A Majority Consent; and
- (c) the special rights attaching to the Series Seed-1B Shares may only be varied or abrogated with Seed-1B Majority Consent.

For the purposes of this Article 14.1, all B Ordinary Shares shall be deemed to be one class of share whether or not they have the same Hurdle applying (unless the variation or abrogation is to the Hurdle applying to a tranche of B Ordinary Shares and, in which case, such tranche of B Ordinary Shares shall be treated as a separate class).

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

15. Allotment of new shares or other securities: pre-emption

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

- 15.2 Subject to Article 15.7, unless otherwise agreed by special resolution together with Hoxton Consent, 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 the Seed Investors (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 in issue (as if such Equity Shares constituted one and the same class) held by those holders (as nearly as may be without involving fractions). The offer:

- (a) 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
- (b) 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 for which they wish to subscribe.

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

- 15.4 If, at the end of the Subscription Period, the number of New Securities applied for is less than the number of New Securities, the New Securities shall be allotted to the Subscribers in accordance with their applications and any remaining New Securities shall, subject to Article 15.5, be offered to any other person as the Directors may determine at the same price and on the same terms as the offer to the Subscribers.

- 15.5 If after the allotments have been made pursuant to Articles 15.2 to 15.4 (inclusive) all of the New Securities have not been allotted the Board may in its discretion offer the unallotted New Securities to the Ordinary Shareholders pro rata to their holding of Ordinary Shares inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the date of the offer (inclusive) for the maximum number of New Securities for which they wish to subscribe and that offer shall be made mutatis mutandis to the provisions in Articles 15.2 to 15.4 (inclusive).

- 15.6 Subject to the requirements of Articles 15.2 to 15.5 (inclusive) and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper, provided that the allotment or grant to that person must be approved in writing by an Investor Majority.
- 15.7 The provisions of Articles 15.2 to 15.5 (inclusive) shall not apply to:
- (a) options to subscribe for Ordinary Shares pursuant to the exercise of options granted under the Share Option Plan;
 - (b) New Securities issued or granted in order for the Company to comply with its obligations under these Articles;
 - (c) New Securities issued in consideration of the acquisition by the Company of any company or business which has been approved in writing by an Investor Majority; and
 - (d) New Securities issued as a result of a bonus issue of shares made on a pro rata basis to all holders of Equity Shares which has been approved in writing by an Investor Majority.
- 15.8 Any New Securities offered under this Article 15 to a Seed Investor may be accepted in full, or part only, by a Member of the same Fund Group as that Seed Investor or a Member of the same Group as that Seed Investor, or with respect to Gilston, by any Taylor Brothers Party in accordance with the terms of this Article 15.
- 15.9 No Shares shall be allotted or transferred to any Employee, Director, prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company if so required by the Company.
- 15.10 This Article 15 shall cease to apply immediately upon the occurrence of an IPO.

16. Transfers of Shares – general

- 16.1 In Articles 16 to 23 inclusive, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share, provided that a transfer of a beneficial interest in a Share shall not be deemed to occur where a holder of a Share is a nominee (including but not limited to Goldeneye (EIS) Nominees Limited and Universal Exports VC Limited) and a shareholder of that nominee transfers the beneficial interest it has in a Share to another shareholder of that nominee.
- 16.2 No Share may be transferred unless the transfer is made in accordance with these Articles.
- 16.3 No Ordinary Share shall be transferred without the consent of the Board.
- 16.4 No B Ordinary Share may be transferred unless the transfer is in accordance with Article 17, 20, 21 and/or 23, or is part of a Share Sale, other than with the prior consent of the Board acting with Hoxton Director Consent (and, for the avoidance of doubt, the provisions of Article 18 shall not apply to B Ordinary Shares other than in the circumstances set out in Articles 20 or 12.2(b)).
- 16.5 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him.

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

16.7 Unless express provision is made in these Articles to the contrary, no Ordinary Shares shall be transferred by a Founder (save for Permitted Transfers) at any time except when:

- (a) Hoxton Director Consent is obtained; or
- (b) the transfer is made pursuant to article 11 (*Departing Founder*); or
- (c) the transfer is made pursuant to article 17 (*Permitted Transfers*); or
- (d) the transfer is made pursuant to article 20 (*Compulsory Transfers – General*).

16.8 The Directors may refuse to register a transfer if:

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

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

16.9 The Directors may, as a condition to the registration of any transfer of shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement or similar document in force between some or all of the Shareholders and the Company in any form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 16.9 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

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

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

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

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

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

- (a) the Transfer Price for the Sale Shares will be as agreed between the Board (acting by Hoxton Director Consent) (any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares;
- (b) it does not include a Minimum Transfer Condition (as defined in Article 18.2(d)); and
- (c) the Seller wishes to transfer all of the Shares held by it.

16.13 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.

- 16.14 Notwithstanding any other provision of these Articles, Unvested Shares shall not be transferred without Hoxton Director Consent.

17. Permitted Transfers

- 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 without restriction as to price or otherwise, save that no Unvested Shares shall be transferred to a Permitted Transferee without Hoxton Director Consent.
- 17.2 Shares previously transferred as permitted by Article 17.1 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise. B Ordinary Shares previously transferred as permitted by Article 17.1 may be transferred back to the Original Shareholder without restriction as to price or otherwise but a transfer to another Permitted Transferee will require the prior written permission of the Board acting with Hoxton Director Consent.
- 17.3 Where under the provision of a deceased Shareholder's will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently, are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees, in each case without restriction as to price or otherwise.
- 17.4 If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to have given a Transfer Notice in respect of those Shares.
- 17.5 If a Permitted Transferee who was a Member of the same Fund Group as the Original Shareholder ceases to be a Member of the same Fund Group, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Fund Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to give a Transfer Notice in respect of such Shares.
- 17.6 Trustees may (i) transfer Shares to a Qualifying Company or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise.
- 17.7 No transfer of Shares may be made to Trustees unless the Board is satisfied:
- (a) with the terms of the trust instrument and in particular with the powers of the trustees;
 - (b) with the identity of the proposed trustees;
 - (c) the proposed transfer will not result in 50 per cent or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
 - (d) that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.

- 17.8 If a Permitted Transferee who is a Qualifying Company of the Original Shareholder ceases to be a Qualifying Company of the Original Shareholder, it must within five Business Days of so ceasing, transfer the Shares held by it to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) (any may do so without restriction as to price or otherwise) failing which it will be deemed (unless it obtains the approval of the Board (to include Hoxton Director Consent)) to have given a Transfer Notice in respect of such Shares.
- 17.9 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must, within 15 Business Days of so ceasing either:
- (a) execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or
 - (b) give a Transfer Notice to the Company in accordance with Article 18.2,
- failing which he shall be deemed to have given a Transfer Notice.
- 17.10 On the death (subject to Article 17.3), bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.
- 17.11 A transfer of any Shares approved by the Board and with Investor Majority Consent may be made without restriction as to price or otherwise and with any such conditions as may be imposed and each such transfer shall be registered by the Directors.
- 17.12 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by a majority of the Board, including Hoxton Director Consent.
- 17.13 The Company shall only be permitted to sell or transfer any Shares held as Treasury Shares to any person with Investor Majority Consent.
- 17.14 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved in accordance with Article 25.
- 17.15 Subject to Article 17.16, if Gilston ceases to be a Taylor Brothers Party, or transfers, or has transferred, any Shares to any person that is not, or ceases to be, a Taylor Brothers Party (a "**Non-Taylor Brothers Party**"), then the Non-Taylor Brothers Party must, no later than five Business Days after the date of transfer or, in circumstances where such person ceases to be a Taylor Brothers Party, no later than five Business Days after such cessation, transfer the Shares held by it to a Taylor Brothers Party, failing which the Non-Taylor Brothers Party will, unless otherwise agreed by the Board acting with Investor Majority Consent, be deemed immediately to have given a Transfer Notice in respect of such Shares.

- 17.16 On the death of the last surviving Taylor Brother and in circumstances where Article 17.15 would otherwise require a Transfer Notice the personal representative will, unless otherwise agreed by the Board, be deemed on the Business Day following the date of the grant of probate to have given a Transfer Notice in respect of such Shares.

18. Transfers of Shares subject to pre-emption rights

- 18.1 Save where the provisions of Articles 17, 21 and 23 apply, any transfer of Ordinary Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 18 unless agreed otherwise by a special resolution together with Investor Majority Consent. The provisions of this Article 18 shall not apply to B Ordinary Shares other than in the circumstances set out in Articles 20 or 12.2(b).

- 18.2 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:

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

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

- 18.3 Except with consent of the Directors (including Hoxton Director Consent), no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.

- 18.4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

- 18.5 As soon as practicable following the later of:

- (a) receipt of a Transfer Notice; and
- (b) in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 19,

the Board shall offer the Sale Shares for sale in the manner set out in Articles 18.6 and 18.8. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

- 18.6 The Sale Shares shall be offered:

- (a) first, to the Company (subject always to the provisions of the Act);

- (b) second, to the holders of the Seed Shares (as though they constituted one class of share) other than the Seller; and
- (c) third, to all the holders of Equity Shares (excluding the Seller and those holders of Equity Shares already offered pursuant to Article 18.6(b)),

in each case, where there are multiple offerees, on a pro rata basis according to the number of Equity Shares held by such applicable offerees, subject to the procedure set out in Article 18.7.

18.7 *Transfers: Offer*

- (a) The Board shall offer the Sale Shares to the relevant persons in accordance with the Priority Rights (the "**Continuing Shareholders**") inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the offer (inclusive) (the "**Offer Period**") for the maximum number of Sale Shares they wish to buy.
- (b) If the Sale Shares are subject to a Minimum Transfer Condition, then any allocation made under Article 18.6 will be conditional on the fulfilment of the Minimum Transfer Condition.
- (c) If, at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of the Equity Shares bears to the total number of Equity Shares held by those Continuing Shareholders who have applied for Sale Shares which procedure shall be repeated until all Sale Shares have been allocated but no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.
- (d) If, at the end of the Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance will be dealt with in accordance with Article 18.8(e).

18.8 *Completion of transfer of Sale Shares*

- (a) If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for does not meet the Minimum Transfer Condition the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Article 16.7 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.
- (b) If:
 - (i) the Transfer Notice does not include a Minimum Transfer Condition; or
 - (ii) the Transfer Notice does include a Minimum Transfer Condition and allocations have been made in respect of all or the minimum required number of the Sale Shares,

the Board shall, when no further offers are required to be made under Article 18.8 and once the requirements of Articles 21 and/or 22 have been fulfilled to the extent required, give written notice of allocation (an "**Allocation Notice**") to the Seller and each Shareholder to whom Sale Shares have been allocated (an "**Applicant**") specifying the number of Sale Shares allocated to each Applicant and the place and

time (being not less than 10 Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

- (c) Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.
- (d) If the Seller fails to comply with the provisions of Article 18.8(c):
 - (i) the chairman of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
 - (A) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - (B) receive the Transfer Price and give a good discharge for it; and
 - (C) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and
 - (ii) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) or otherwise hold the Transfer Price on trust for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Board).
- (e) If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 18.8(f), the Seller may, within eight weeks after service of the Allocation Notice, transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price.
- (f) The right of the Seller to transfer Shares under Article 18.8(e) does not apply if the Board is of the opinion on reasonable grounds that:
 - (i) the transferee is a person (or a nominee for a person) who the Board determine in their absolute discretion is a competitor with (or an Associate of a competitor with) the business of the Company or with a Subsidiary Undertaking of the Company;
 - (ii) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
 - (iii) the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above.

18.9 Any Sale Shares offered under this Article 18 to a Seed Investor may be accepted in full, or part only, by a Member of the same Fund Group as that Seed Investor or a Member of the same Group as that Seed Investor in accordance with the terms of this Article 18.

18.10 This Article 18 shall cease to apply immediately upon the occurrence of an IPO.

19. Valuation of Shares

- 19.1 If no Transfer Price can be agreed between the Seller and the Board in accordance with provisions of Articles 11.5, 16.12 or 18.2 or otherwise then, on the date of failing agreement, the Board shall either:
- (a) appoint an expert valuer in accordance with Article 19.2 (the "**Expert Valuer**") to certify the Fair Value of the Sale Shares; or
 - (b) (if the Fair Value has been certified by an Expert Valuer within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice.
- 19.2 The Expert Valuer will be either:
- (a) the Auditors; or
 - (b) (if otherwise agreed by the Board and the Seller) an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement not later than the date 10 Business Days after the date of service of the Transfer Notice to be nominated by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party and approved by the Company.
- 19.3 The "**Fair Value**" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:
- (a) valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
 - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (c) that the Sale Shares are capable of being transferred without restriction;
 - (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares (excluding any Shares held as Treasury Shares) without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent but taking account of the rights attaching to the Sale Shares; and
- 19.4 reflect any other factors which the Expert Valuer reasonably believes should be taken into account.
- 19.5 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.
- 19.6 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 19.7 The Expert Valuer shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 19.8 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing to such confidentiality provisions as the Board may reasonably impose.

19.9 The Expert Valuer shall deliver their certificate to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. Unless the Sale Shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within five (5) Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.

19.10 The cost of obtaining the certificate shall be paid by the Company unless:

- (a) the Seller cancels the Company's authority to sell; or
- (b) the Sale Price certified by the Expert Valuer is less than the price (if any) offered by the directors to the Seller for the Sale Share before Expert Valuer was instructed,

in which case the Seller shall bear the cost.

20. Compulsory transfers – general

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

20.2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Directors may require the legal personal representatives of that deceased Shareholder either:

- (a) to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or
- (b) to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder,

however in respect of Taylor Brothers, this article 20.2 shall be subject to articles 17.15 and 17.16.

20.3 If either requirement in this Article 20.2 shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that, the Directors may otherwise determine.

20.4 If a Shareholder which is a company, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (other than as part of a bona fide restructuring or reorganisation), the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the shares held by the relevant Shareholder and its Permitted Transferees save to the extent that, and at a time, the Directors may determine.

20.5 If there is a change in control (as control is defined in section 1124 of the CTA 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names save that, in the case of the Permitted Transferee, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee before being required to serve a Transfer Notice. This Article 20.5 shall not apply to Hoxton.

21. Tag-along

- 21.1 Except in the case of Permitted Transfers and transfers pursuant to Articles 11 and 20, after going through the pre-emption procedure in Article 18, the provisions of Article 21.2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Equity Shares (the "**Proposed Transfer**") which would, if put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in Concert with him) acquiring a Controlling Interest in the Company.
- 21.2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the "**Offer**") to the other Shareholders to acquire all of the Equity Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 21.7).
- 21.3 The Offer must be given by written notice (a "**Proposed Sale Notice**") at least 10 Business Days (the "**Offer Period**") prior to the proposed sale date ("**Proposed Sale Date**"). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser.
- 21.4 If any other holder of Equity Shares is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.
- 21.5 If the Offer is accepted by any Shareholder (an "**Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.
- 21.6 The Proposed Transfer is subject to the pre-emption provisions of Article 18 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 18.
- 21.7 For the purpose of this Article:
- (a) the expression "**Specified Price**" shall mean in respect of each Share a sum in cash equal to the highest price per Share offered or paid by the Proposed Purchaser:
 - (i) in the Proposed Transfer; or
 - (ii) in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,plus an amount equal to the Relevant Sum, as defined in Article 21.7(b) of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares (the "**Supplemental Consideration**") provided that the total consideration paid by the Proposed Purchaser in respect of the Proposed Transfer is distributed to the Proposed Seller and the Accepting Shareholders in accordance with the provisions of Articles 5 and 6;
 - (b) **Relevant Sum** = $C \div A$
where: A = number of Equity Shares being sold in connection with the relevant Proposed Transfer;

C = the Supplemental Consideration.

22. Co-Sale right

22.1 No transfer (other than a Permitted Transfer) of any of the Ordinary Shares may be made or validly registered unless the relevant Shareholder and any Permitted Transferee of that Shareholder (each a "**Selling Shareholder**") shall have observed the following procedures of this Article unless the Investor Majority has determined that this Article 22 shall not apply to such transfer.

22.2 After the Selling Shareholder has gone through the pre-emption process set out in Article 18, the Selling Shareholder shall give to each Seed Investor not less than 10 Business Days' notice in advance of the proposed sale (a "**Co-Sale Notice**"). The Co-Sale Notice shall specify:

- (a) the identity of the proposed purchaser (the "**Buyer**");
- (b) the price per share which the Buyer is proposing to pay;
- (c) the manner in which the consideration is to be paid;
- (d) the number of Ordinary Shares which the Selling Shareholder proposes to sell; and
- (e) the address where the counter-notice should be sent.

For the purposes of this Article 22, it is acknowledged that Shares of different classes will be transferable at different prices, such price per class of Share being a sum equal to that to which they would be entitled if the consideration payable by the Buyer to the Selling Founder were used to determine the valuation of the entire issued share capital of the Company and such valuation was then allocated as between the Shares in accordance with Articles 5 and 6.

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

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

where:

- X is the number of Equity Shares held by the Seed Investor;
- Y is the total number of Equity Shares in issue (excluding Treasury Shares);
- Z is the number of Shares the Selling Shareholder proposes to sell.

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

22.4 Following the expiry of five Business Days from the date the Seed Investor receive the Co-Sale Notice, the Selling Shareholder shall be entitled to sell to the Buyer on the terms notified to the Seed Investors a number of shares not exceeding the number specified in the Co-Sale Notice less any shares which the Seed Investors have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Seed Investors the

number of shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Selling Shareholder from the Buyer.

22.5 No sale by the Selling Shareholder shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice.

22.6 Sales made in accordance with this Article 22 shall not be subject to Article 18.

23. Drag-along

23.1 If, with the prior approval of an Investor Majority and Ordinary Majority (the "**Selling Shareholders**") one or more Proposed Sellers wish to transfer all their interest in Shares (the "**Sellers' Shares**") to a Proposed Purchaser (the "**Proposed Drag Sale**"), the Selling Shareholders shall have the right (the "**Drag Along Right**") to compel each other holder of Shares (each a "**Called Shareholder**" and together the "**Called Shareholders**") to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct (the "**Drag Purchaser**") in accordance with the provisions of this Article.

23.2 The Selling Shareholders may exercise the Drag Along Right by giving a written notice to that effect (a "**Drag Along Notice**") to the Company which the Company shall forthwith copy to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Drag Purchaser. A Drag Along Notice shall specify that:

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

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

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

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

23.5 In respect of a transaction that is the subject of a Drag-Along Notice, a Called Shareholder shall be obliged to undertake to transfer his Shares with full title guarantee (and provide an indemnity for lost certificate in a form acceptable to the Board if so necessary) on receipt of the Drag Consideration when due and:

- (a) may be required to accept that some or all of the Drag Consideration will be paid as deferred consideration, provided that the Called Shareholders shall receive any Drag Consideration due to them no later than the Selling Shareholders;
 - (b) may be required to make a contribution towards any escrow, retention of consideration or similar arrangement on the same basis as the Selling Shareholders, on a pro-rata basis to their respective entitlement to the Drag Consideration;
 - (c) shall be required to provide warranties related to capacity, authority, ownership and the ability to convey title to the Called Shares, including, but not limited to, warranties that the Called Shareholder holds all right, title and interest in and to the Called Shares such Called Shareholder purports to hold, free and clear of all encumbrances, on a several and not joint basis with any other person;
 - (d) no Called Shareholder shall be liable for the inaccuracy of any representation or warranty made by any other person in connection with the Drag-Along Sale, other than the Company, except to the extent that funds may be paid out of an escrow established to cover, or a holdback of the purchase monies in respect of, breach of representations, warranties and covenants of the Company.
- 23.6 In the event that the Selling Shareholders, in connection with the Proposed Drag Sale, appoint a third party independent shareholder representative (a **"Shareholder Representative"**) with respect to the establishment and management of any escrow or holdback fund in connection with any indemnification or breach of warranty under the Sale Agreement following completion of such Proposed Drag Sale (the **"Escrow"**), each Called Shareholder shall be deemed to consent to (i) the appointment of such Shareholder Representative, (ii) the establishment of the Escrow and (iii) the payment of such Called Shareholder's applicable portion (from the Escrow) of any reasonable and properly incurred fees and expenses of such Shareholder Representative, in each case in connection with such Shareholder Representative's services and duties in connection with the establishment and management of such Escrow.
- 23.7 Within three Business Days of the Company copying the Drag Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice) (the **"Drag Completion Date"**), each Called Shareholder shall deliver:
- (a) duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser;
 - (b) the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company; and
 - (c) duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company,
- (together the **"Drag Documents"**).
- 23.8 On the Drag Completion Date, the Company shall pay each Called Shareholder, on behalf of the Drag Purchaser, the Drag Consideration that is due to the extent the Drag Purchaser has paid such consideration to the Company. The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. The Company shall hold the Drag Consideration in trust for each of the Called Shareholders without any obligation to pay interest.
- 23.9 To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid the Drag Consideration that is due to the Company, the Called Shareholders shall be entitled to the immediate return of the Drag Documents for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 23 in respect of their Shares unless and until a further Drag Along Notice is served.

- 23.10 If a Called Shareholder fails to deliver the Drag Documents for its Shares to the Company by the Drag Completion Date, the Company and each Director shall be constituted the agent of such defaulting Called Shareholder to take such actions and enter into any Drag Document or such other agreements or documents as are necessary to effect the transfer of the Called Shareholder's Shares pursuant to this Article 23 and the Directors shall, if requested by the Drag Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid the Drag Consideration to the Company for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or suitable executed indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration due to him.
- 23.11 Any transfer of Shares to a Drag Purchaser pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 18.
- 23.12 On any person, following the issue of a Drag Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a "New Shareholder"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Drag Purchaser and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.
- 23.13 In the event that an Asset Sale is approved by an Investor Majority and an Ordinary Majority, such consenting Shareholders shall have the right, by notice in writing to all other Shareholders, to require such Shareholders to take any and all such actions as it may be necessary for Shareholders to take in order to give effect to or otherwise implement such Asset Sale, subject always to the proceeds from such Asset Sale being distributed to Shareholders in accordance with Articles 5 and 6.

24. Lock-up

- 24.1 Other than the sale of any Shares to an underwriter pursuant to an underwriting agreement, no Shareholder shall, without the prior written consent of the Company's underwriters, during the period commencing on the date of the final offering document relating to an IPO and ending on the date specified by the Board (not to exceed 180 days):

- (a) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Shares held immediately prior to the effectiveness of the registration statement for the IPO; or
- (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Shares,

whether or not any such transaction is to be settled by delivery of Shares or other securities, in cash or otherwise.

- 24.2 In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the Shares (and transferees and assignees thereof) until the end of such restricted period.
- 24.3 Each Shareholder shall enter into a separate lock-up agreement in respect of the IPO if and to the extent required by the Company's underwriters in order to facilitate the IPO on terms consistent with the foregoing, provided that (i) each Director that is a Shareholder and each

holder of more than 1% of the issued share capital of the Company enters into a lock-up agreement (ii) the lock-up agreements to be entered into by the other Shareholders are on no more onerous terms in all material respects to those which are entered into by each Director that is a Shareholder and each other holder of at least 1% or more of the issued share capital of the Company, and (iii) any such lock-up agreement shall provide that if any provision of any similar agreement entered into by any other person for any discretionary release, waiver or termination of the restrictions contained in it is exercised by the Company or the underwriters (a "**Release**"), to the extent that the Company or the underwriters provide such a Release to any other person in respect of all or a proportion of the securities held by such other person, the Company and the underwriters must Release the obligations of each other person who is a party to a lock-up agreement in respect of the same proportion of the securities held by them.

- 24.4 If any Shareholder fails to comply with the provisions of this Article, the Company shall be constituted the agent of each defaulting Shareholder for taking such actions as are necessary to effect the lock-up and the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents to effect the lock-up, including, without limitation, a lock-up agreement, in a form approved by the Board.

25. Holding Company Reorganisation

- 25.1 In the event of a Holding Company Reorganisation approved by (i) the Board (ii) the holders of more than 50 per cent of the voting Equity Shares in issue (iii) an Investor Majority and (iv) an Ordinary Majority (a "**Proposed Reorganisation**"), all Shareholders shall (i) consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Reorganisation and (ii) take all such actions to tender their Shares as required pursuant to the Proposed Reorganisation (the "**Reorganisation Actions**"). The Shareholders shall be required to take all Reorganisation Actions with respect to the Proposed Reorganisation as are required by the Board to facilitate the Proposed Reorganisation. If any Shareholder fails to comply with the provisions of this Article, the Company shall be constituted the agent of each defaulting Shareholder for taking the Reorganisation Actions as are necessary to effect the Proposed Reorganisation and the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents to effect the Proposed Reorganisation, including, without limitation, any share exchange agreement and/or stock transfer form.
- 25.2 The Company shall procure that the Holding Company shall ensure that the shares issued by it to the Shareholders (or a subsequent holder, as the case may be) pursuant to the Holding Company Reorganisation will be credited as fully paid as to the amount determined in accordance with this Article and which new shares shall be subject to the constitutional documents of the Holding Company and otherwise (subject to the express provisions of such constitutional documents) have the same rights as all other Holding Company shares of the same class in issue at the time (other than as regards any dividend or other distribution payable by reference to a record date preceding the date of allotment and issue of such Holding Company shares).
- 25.3 On any person, following the date of completion of a Holding Company Reorganisation, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company or otherwise (a "**New Reorganisation Shareholder**"), the New Reorganisation Shareholder shall then be bound to do all such acts and things necessary in order to transfer all such resulting shares to the Holding Company, and the provisions of this Article shall apply with the necessary changes to the New Reorganisation Shareholder.
- 25.4 The Company shall procure that, in respect of each Series Seed Investor, Series Seed-1A Investor and Series Seed-1B Investor (except as otherwise agreed in writing by such Series Seed Investor, Series Seed-1A Investor and Series Seed-1B Investor, acting reasonably):

- (a) it provides not less than 20 Business Days' prior written notice to the Series Seed Investors, Series Seed-1A Investors and Series Seed-1B Investors of any Proposed Reorganisation (the "Holding Company Notice"); and
 - (b) following the date of the Holding Company Notice, it consults with such Series Seed Investors, Series Seed-1A Investors and Series Seed-1B Investors in good faith and provides such information reasonably requested by such Series Seed Investors, Series Seed-1A Investors and Series Seed-1B Investors in respect thereof.
- 25.5 Any Holding Company that is to be created for the purposes of a Proposed Reorganisation shall be:
 - (a) an entity that is classified as a corporation for U.S federal income tax purposes; and
 - (b) incorporated in a jurisdiction where the courts of such jurisdiction respect the limited liability of the underlying partners, members, shareholders and/or any other beneficial owners of each shareholder of that Holding Company to substantially the same extent as the jurisdiction of a Major Investor's formation.
- 25.6 Article 25.1 shall not apply in respect of any of the Major Investors (except as otherwise agreed in writing by all Major Investors, acting reasonably) if it is determined pursuant to Articles 25.7 to 25.9 that any taxes will be payable and/or any tax filings will be required to be submitted by any one or more Major Investors or any one or more of their respective underlying partners, members, shareholders and/or other beneficial owners as a direct result of the transfer of its respective Shares to the Holding Company and in such event, the Company and the Major Investors will discuss in good faith to find alternative ways to assess how to structure such Proposed Reorganisation in a manner acceptable to each of them in writing.
- 25.7 If, in a Major Investor's reasonable opinion following written advice from its counsel, accountant or tax advisor (as the case may be), such Major Investor determines that any taxes will be payable and/or any tax filings will be required to be submitted by such Major Investor or its underlying partners, members, shareholders and/or other beneficial owners as a direct result of the transfer of its Shares to the Holding Company:
 - (a) such Major Investor shall as soon as reasonably practicable notify the Company in writing and provide a copy of such written advice from its counsel, accountant or tax advisor (as the case may be) to the Company on a non-reliance basis;
 - (b) the Company and each relevant Major Investor will discuss in good faith for a period of up to 15 Business Days (as may be extended between the Company and such Major Investor) following receipt of such written notice in Article 25.7(a) to find alternative ways to assess how to structure such Proposed Reorganisation in a manner acceptable to each of them in writing.
- 25.8 In the event that any Major Investor(s) and the Company cannot agree as to whether any taxes will be payable and/or whether any tax filings will be required to be submitted by any such Major Investor or its underlying partners, members, shareholders and/or other beneficial owners as a direct result of the transfer of its Shares to the Holding Company and/or how to structure the relevant Proposed Reorganisation upon the expiry of the time limit set out in Article 25.7, the Company and the relevant Major Investor(s) shall appoint an expert to determine such tax treatment and opine on how to structure the relevant Proposed Reorganisation in accordance with Article 25.9 (the "Expert").
- 25.9 The Expert will be one of the Big 4 independent firms of Chartered Accountants in England and Wales to be agreed in writing between the Company and the relevant Major Investor(s) or, failing agreement in writing of such firm not later than the date 5 Business Days after the expiry of the time limit set out in Article 25.7, an independent firm of Chartered Accountants

to be nominated by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party. Such Expert shall be requested to (i) determine the tax treatment of the Proposed Reorganisation in respect of the relevant Major Investor's Shares and opine on how to structure the relevant Proposed Reorganisation within 20 Business Days of its appointment based on any factors which such Expert reasonably believes should be taken into account and (ii) notify the Board of their determination. The 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). The Board will give the Expert access to all accounting records or other relevant documents of the Company subject to the Expert agreeing such confidentiality provisions as the Board may reasonably impose. The Expert shall deliver its certificate to the Company and, as soon as the Company receives such certificate, it shall deliver a copy of it to the relevant Major Investor(s). The cost of obtaining the certificate shall be paid by the Company.

26. General meetings

- 26.1 If the Directors are required by the Shareholders under section 303 of the Act to call a general meeting, the Directors shall convene the meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under section 303 of the Act.
- 26.2 The provisions of section 318 of the Act shall apply to the Company, save that if a quorum is not present at any meeting adjourned for the reason referred to in article 41 of the Model Articles, then, provided that the Qualifying Person present holds or represents the holder of at least fifty (50) per cent in nominal value of the Equity Shares, any resolution agreed to by such Qualifying Person shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.
- 26.3 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairman.
- 26.4 If a demand for a poll is withdrawn under article 44(3) of the Model Articles, the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made.
- 26.5 Polls must be taken in such manner as the chairman directs. A poll demanded on the election of a chairman or on a question of adjournment must be held immediately. A poll demanded on any other question must be held either immediately or at such time and place as the chairman directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.
- 26.6 No notice need be given of a poll not held immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 26.7 If the poll is to be held more than 48 hours after it was demanded the Shareholders shall be entitled to deliver Proxy Notices in respect of the poll at any time up to 24 hours before the time appointed for taking that poll. In calculating that period, no account shall be taken of any part of a day that is not a working day.

27. Proxies

27.1 Paragraph (c) of article 45(1) of the Model Articles shall be deleted and replaced by the words: "is signed by or on behalf of the shareholder appointing the proxy and accompanied by any the authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the directors)".

27.2 The instrument appointing a proxy and any authority under which it is signed or a certified copy of such authority or a copy in some other way approved by the Directors may:

- (a) be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
- (b) be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the chairman or to the company secretary or to any Director; or
- (c) in the case of a poll, be delivered at the meeting at which the poll was demanded to the chairman or to the company secretary or to any Director, or at the time and place at which the poll is held to the chairman or to the company secretary or to any Director or scrutineer,

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

28. Directors' borrowing powers

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

29. Alternate Directors

29.1 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director (the "Appointor") may appoint any director or any other person as he thinks fit to be his alternate Director to:

- (a) exercise that Director's powers; and
- (b) carry out that Director's responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor.

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

29.2 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.

29.3 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.

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

29.5 Except as these Articles specify otherwise, alternate directors:

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

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

29.6 A person who is an alternate Director but not a Director:

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

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

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

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

29.9 An alternate Director's appointment as an alternate shall terminate:

- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;
- (c) on the death of the alternate's Appointor; or
- (d) when the alternate's Appointor's appointment as a Director terminates.

30. Number of Directors

Unless and until the Company shall otherwise determine by ordinary resolution and subject to Investor Majority Consent, the number of Directors shall be not less than two (2) and not more than six (6).

31. Appointment of Directors

31.1 In addition to the powers of appointment under article 17(1) of the Model Articles, Hoxton and its Permitted Transferees (for so long as Hoxton or its Permitted Transferees hold Shares) shall have the right:

- (a) to appoint and maintain in office such natural person as Hoxton may from time to time nominate as a director of the Company (and as a member of each and any committee of the Board) and to remove any director so appointed and, upon his removal whether by Hoxton or otherwise, to appoint another director in his place; and
- (b) where from time to time, no Hoxton Director is appointed, to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board who will be entitled to speak at any such meetings but will not be entitled to vote.

Any director appointed pursuant to this Article 31.1 shall be the "Hoxton Director".

31.2 For so long as each Founder is a full time Employee and holds Equity Shares, the Founders (acting together) shall have the right to appoint and maintain in office such natural person as the Founders may from time to time nominate as a director of the Company (and as a member of each and any committee of the Board) and to remove any director so appointed, and upon their removal whether by the Founders (acting together) or otherwise, to appoint another director in their place (the "Additional Director").

31.3 For so long as a Founder is a full time Employee and holds Equity Shares, that Founder shall have the right to appoint themselves as a director of the Company (and as a member of each and any committee of the Board) (each such appointed director being a "Founder Director").

31.4 Andrew Barclay (for so long as he holds Shares) shall have the right to appoint himself as a director of the Company (and as a member of each and any committee of the Board), and such right shall only transfer to any Permitted Transferee of Andrew Barclay upon approval of the Board (including Hoxton Director Consent).

31.5 Appointment and removal of a Hoxton Director, Additional Director, Founder Director and Angel Director in accordance with Articles 31.1, 31.2, 31.3, **Error! Reference source not found.** and **Error! Reference source not found.** be by written notice from the appointor to the Company which shall take effect on delivery at the Company's registered office or at any meeting of the Board or committee thereof.

31.6 The Hoxton Director shall be entitled at his request to be appointed to any committee of the Board established from time to time and to the board of directors of any Subsidiary Undertaking.

32. Disqualification of Directors

In addition to that provided in article 18 of the Model Articles, the office of a Director shall also be vacated if:

- (a) he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated; or
- (b) in the case of Directors other than the Hoxton Director, if a majority of his co-Directors (including Hoxton Director Consent) serve notice on him in writing, removing him from office.

33. Proceedings of Directors

- 33.1 The quorum for Directors' meetings shall be two (2) Directors who must include the Hoxton Director and at least one Founder Director (save that where a Relevant Interest of such Hoxton Director or Founder Director (as applicable) is being authorised by other Directors in accordance with section 175(5)(a) of the Act, such Hoxton Director or Founder Director (as applicable) and any other interested Director shall not be included in the quorum required for the purpose of such authorisation but shall otherwise be included for the purpose of forming the quorum at the meeting). If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such meeting and the Hoxton Director. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall be deemed to be quorate and shall proceed.
- 33.2 In the event that a meeting of the Directors is attended by a Director who is acting as alternate for the Hoxton Director, the Hoxton Director shall be counted in the quorum despite his absence, and if on that basis there is a quorum the meeting may be held despite the fact (if it is the case) that only one Director is physically present.
- 33.3 If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participators in number is assembled. In the absence of a majority the location of the chairman shall be deemed to be the place of the meeting.
- 33.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 33.5 Provided (if these Articles so require) that he has declared to the Directors, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting.
- 33.6 Unless the context requires otherwise, questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of any equality of votes, the chief executive officer of the Company shall have a second or casting vote.
- 33.7 A decision of the Directors may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means). Reference in article 7(1) of the Model Articles to article 8 of the Model Articles shall be deemed to include a reference to this article also.

34. Directors' interests

Specific interests of a Director

- 34.1 Subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest of the following kind:

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

Interests of the Hoxton Director

34.2 In addition to the provisions of Article 34.1, subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, where a Director is the Hoxton Director he may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in:

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

Interests of which a Director is not aware

- 34.3 For the purposes of this Article 34, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his.

Accountability of any benefit and validity of a contract

- 34.4 In any situation permitted by this Article 34 (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

Terms and conditions of Board authorisation

- 34.5 Subject to Article 34.6, any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise his interest ("**Relevant Interest**") pursuant to that section may, for the avoidance of doubt:

- (a) be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation:
 - (i) restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;
 - (ii) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or
 - (iii) restricting the application of the provisions in Articles 34.7 and 34.8, so far as is permitted by law, in respect of such Interested Director;
- (b) be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time; and

subject to Article 34.6, an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this Article 34.

Terms and conditions of Board authorisation for the Hoxton Director

- 34.6 Notwithstanding the other provisions of this Article 34, it shall not (save with the consent in writing of the Hoxton Director) be made a condition of any authorisation of a matter in relation to the Hoxton Director in accordance with section 175(5)(a) of the Act, that he shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the Directors or that he shall be required to disclose, use or apply confidential information as contemplated in Article 34.8.

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

- 34.7 Subject to Article 34.8 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 34), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

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

34.8 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 34.7 shall apply only if the conflict arises out of a matter which falls within Article 34.1 or Article 34.2, or has been authorised under section 175(5)(a) of the Act.

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

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

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

Requirement of a Director to declare an interest

34.10 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 33.1 or Article 31.2 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:

- (a) falling under Article 34.1(g);
- (b) if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
- (c) if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

Shareholder approval

34.11 Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 34.

34.12 For the purposes of this Article 34:

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

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

35. Notices

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

- (a) in hard copy form;
- (b) in electronic form; or
- (c) (by the Company) by means of a website (other than notices calling a meeting of Directors),

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

Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this Article 35.

Notices in hard copy form

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

- (a) to the Company or any other company at its registered office; or
- (b) to the address notified to or by the Company for that purpose; or
- (c) in the case of an intended recipient who is a member or his legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members; or
- (d) in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors; or
- (e) to any other address to which any provision of the Companies Acts (as defined in the Act) authorises the document or information to be sent or supplied; or
- (f) where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in (a) to (e) above, to the intended recipient's last address known to the Company.

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

- (a) if delivered, at the time of delivery;
- (b) if sent by airmail to an address overseas, on receipt or on the fifth day after posting, whichever occurs first.

Notices in electronic form

35.4 Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may:

- (a) if sent by email (provided that an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address;
- (b) if delivered or sent by first class post (airmail if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under Article 35.2; or
- (c) be sent by such other electronic means (as defined in section 1168 of the Act) and to such address(es) as the Company may specify by notice (in hard copy or electronic form) to all members of the Company from time to time.

35.5 Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective:

- (a) if sent by email (where an address for email has been notified to or by the Company for that purpose), at the time of completion of transmission of the sender, subject to no notice of non-delivery having been received by the sender;
- (b) if sent by first class post in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;
- (c) if sent by airmail to an address overseas, on receipt or on the fifth day after posting, whichever occurs first;
- (d) if delivered in an electronic form, at the time of completion of transmission of the sender, subject to no notice of non-delivery having been received by the sender; and
- (e) if sent by any other electronic means as referred to in Article 35.4, at the time such delivery is deemed to occur under the Act.

35.6 Where the Company is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt.

No notice by means of a website

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

General

35.8 In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding (the "Primary Holder"). Notice so given shall constitute notice to all the joint holders.

35.9 Anything agreed or specified by the Primary Holder in relation to the service, sending or supply of notices, documents or other information shall be treated as the agreement or specification of all the joint holders in their capacity as such (whether for the purposes of the Act or otherwise).

36. Indemnities and insurance

36.1 Subject to the provisions of and so far as may be permitted by, the Act:

- (a) without prejudice to any indemnity to which a Director or other officer of the Company may otherwise be entitled, every Director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that no director of the Company or any associated company is indemnified by the Company against:
 - (i) any liability incurred by the director to the Company or any associated company; or
 - (ii) any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or
 - (iii) any liability incurred by the director:
 - (A) in defending any criminal proceedings in which he is convicted;
 - (B) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him; or
 - (C) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in Articles 32(a)(i), 36.1(a)(iii)(B) and 36.1(a)(iii)(C) applying;

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

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

36.4 In the case of the Hoxton Director, the Company shall first apply the indemnity provided in Article (a) to the extent that is achievable before any other indemnity or insurance effected and maintained by the Company pursuant to Article 36.3 or otherwise that may be available

to such Hoxton Director, unless determined with Hoxton Consent that this Article 36.4 shall not apply.

37. Data Protection

37.1 Each of the Shareholders and Directors consent to the processing of their personal data by the Company, the Shareholders and Directors (each a "**Recipient**") for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves.

37.2 A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this Article shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or other regulatory authority, that personal data may not be disclosed by a Recipient or any other person except to a Member of the same Group ("**Recipient Group Companies**") and to employees, directors and professional advisers of that Recipient or the Recipient Group Companies and funds managed by any of the Recipient Group Companies.

37.3 Each of the Shareholders and Directors consent to the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

37.4 Notwithstanding the aforementioned provisions of this paragraph 35, the provisions of this paragraph 35 shall only apply to a Director to the extent that such Director is also a Shareholder.

38. Secretary

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