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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

AIS TECHNICAL LIMITED

INTERPRETATION

1. In these Articles:

1.1. words and expressions shall have the same meaning as in the Model Articles.

1.2. "Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended by the Mental Health (Discrimination) Act 2013.

MODEL ARTICLES

2. The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.



NUMBER OF DIRECTORS

3. The maximum number and the minimum number of directors may be determined from time to time by an ordinary resolution of the members. Subject to and in default of any such determination, there shall be no maximum number of directors and the minimum number shall be one.

QUORUM FOR DIRECTORS' MEETINGS

4.1. Subject to article 4.2, and except at any time when the Company has just one director, the quorum for the transaction of business at a meeting of directors is any two eligible directors.

4.2. For the purposes of any meeting (or part of a meeting) held to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

4.3. If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision to appoint further directors or to call a general meeting so as to enable the shareholders to appoint further directors.

4.4. Articles 11(2) and 11(3) of the Model Articles shall not apply to the Company.

TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

5. 1. Subject to sections 177(5), 177(6), 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company:

5.1.1. may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;

5.1.2. shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of any such transaction or arrangement in which he is interested;

5.1.3. shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such transaction or arrangement in which he is interested;

5.1.4. may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and

5.1.5. shall not be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

5.2. Articles 14(1) to 14(5) inclusive of the Model Articles shall not apply to the Company.

DIRECTORS' CONFLICTS OF INTEREST

6.1. For the purposes of section 175 of the Act, the directors may authorise any matter or situation proposed to them which would, if not so authorised, involve a director breaching his duty under that section.

6.2. Any authorisation under this article will be effective only if:

6.2.1. any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question or any other interested director; and

6.2.2. the matter was agreed to without the director in question or any other interested director voting or would have been agreed to if their vote(s) had not been counted.

6.3. Any authorisation under this article may (whether at the time of giving the authorisation or subsequently):

6.3.1. *extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;*

6.3.2. be subject to such terms and for such duration, or impose such limits or conditions as the directors may decide; and

6.3.3. be terminated or varied by the directors at any time but this will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

6.4. In granting such authorisation the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in that matter otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

6.4.1. disclose such information to the directors or to any director or other officer or employee of the company; or

6.4.2. use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence.

6.5. Where the directors grant an authorisation under this article they may (whether at the time of giving the authorisation or subsequently) decide that the director:

6.5.1. is excluded from discussions (whether at meetings of directors or otherwise) relating to that matter;

6.5.2. is not to be given any documents or other information relating to that matter; and

6.5.3. may or may not vote and/or may or may not be counted in the quorum at any future meeting of directors in relation to any resolution relating to the Conflict.

6.6 Where the directors grant an authorisation under this article the director concerned will be obliged to act in accordance with any terms imposed by the directors in relation to the Conflict.

TERMINATION OF DIRECTOR'S APPOINTMENT

7. The following words shall be added to Article 18 of the Model Articles:

"(g) the director has for more than six consecutive months been absent without permission of the directors from their meetings held during that period and the directors resolve that his appointment as a director shall be terminated."

SHARE ALLOTMENTS

8.1. Subject to the rights of pre-emption conferred by section 561 of the Act, at any time when the company has just one class of shares, the directors may exercise the power to allot shares conferred by section 550 of the Act.

8.2. Subject to the rights of pre-emption conferred by section 561 of the Act, and in accordance section 551 of the Act, at any time when the company has more than one class of shares the directors may allot any shares in the company, or grant rights to subscribe for or to convert any security into shares in the company, provided that:

8.2.1. the maximum nominal amount of such shares shall not exceed £1,000,000; and

8.2.2. this authority to allot may be exercised only within the period of five years after the date of incorporation of the company or the date of adoption of these articles (whichever shall be the later), save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such period (and, if so, the directors may allot shares within the terms of such an offer or agreement as if the authority had not expired).

PAYMENT FOR SHARES

9. For the avoidance of doubt, any share in the Company may be issued as fully paid, partly paid or completely unpaid.

CALLS ON SHARES

10.1. Subject to the terms of allotment, the directors may make one or more calls on any member or members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares.

10.2. A call may, before receipt by the company of any sum due thereon, be revoked by the directors in whole or in part and payment of a call may be postponed by the directors in whole or part.

10.3. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.

13. In accordance with section 79 of the Act, the company's name may be changed by a unanimous decision of the directors.

WRITTEN RESOLUTIONS

14. A written resolution of the members shall lapse for the purposes of section 297 of the Act at the end of the period specified by the directors in the notice circulating the resolution. If no such period is specified the resolution shall lapse unless passed within 28 days of the circulation date.

DOCUMENTS ISSUED UNDER SEAL

15. A document issued under seal by the company may be signed by two directors or by a director and secretary as well as in the manner specified in Article 49 of the Model Articles, and the said Article 49 shall be modified accordingly.

shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of sale.

FORFEITURE OF SHARES FOR NON-PAYMENT

12.1. If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

12.2. If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

12.3. Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person. At any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.

12.4. A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificate for the shares forfeited but shall remain liable to the company for all moneys which at the date of forfeiture were presently payable by him to the company in respect of those shares. The directors may enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

12.5. A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

CHANGING THE COMPANY'S NAME

13. In accordance with section 79 of the Act, the company's name may be changed by a unanimous decision of the directors.

WRITTEN RESOLUTIONS

14. A written resolution of the members shall lapse for the purposes of section 297 of the Act at the end of the period specified by the directors in the notice circulating the resolution. If no such period is specified the resolution shall lapse unless passed within 28 days of the circulation date.

DOCUMENTS ISSUED UNDER SEAL

15. A document issued under seal by the company may be signed by two directors or by a director and secretary as well as in the manner specified in Article 49 of the Model Articles, and the said Article 49 shall be modified accordingly.

16. SECURED INSTITUTIONS

16.1 Notwithstanding anything contained in these Articles or otherwise, the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer:

16.1.1 is to any bank, lender or financial institutions, or other person to which such shares have been charged or on whose behalf such shares were charged, by way of security (whether as a lender, or agent and trustee for a group of banks or institutions or otherwise), or to any affiliate of or nominee or other entity acting on behalf of such a bank, lender, financial institution or other person to which such shares are being transferred by way of security (a **Secured Institution**);

16.1.2 is delivered to the Company for registration by a Secured Institution in order to perfect its security over the shares;

16.1.3 is executed by an administrator, receiver or manager appointed by or on behalf of a Secured Institution under any such security; or

16.1.4 is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under any such security,

and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution and no administrator, receiver or manager appointed by or on behalf of a Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer aforesaid to the shareholders for the time being of the Company or to any of them, and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not.

16.2 Any present or future lien on shares howsoever arising which the Company has shall not apply in respect of any shares which have been charged by way of security to, or otherwise secured in favour of, a Secured Institution or which are transferred in accordance with the provisions of this Article.

16.3 A certificate from the Secured Institution, or any receiver (or similar officer) that the shares are or are to be subject to security and the transfer is accordance with the provisions of this Article 16 shall be conclusive evidence of such facts.