

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ECOLOGI ACTION LTD

(Adopted by a special resolution passed on 28 MAY 2021)



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 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) Articles 52 to 62 (inclusive) and 73 of Schedule 3 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date on which these Articles are adopted shall apply to the Company (notwithstanding that it is not a public limited company); and
 - (e) reference to the "**holders**" of Shares or a class of Share shall exclude the Company holding Treasury Shares, 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 any voting Shares or voting Shareholder under these Articles, if at any time there are any Restricted Members and/or Restricted Shares, such Restricted Members and/or Restricted Shares shall be disregarded. If no such voting Shares or voting Shareholders remain, such acceptance, approval, agreement or consent shall not be required.
- 1.5 Where there is reference to a number of any class of Shares under these Articles, this number shall be calculated on an as converted basis if the Conversion Ratio has been adjusted.

2. Definitions

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

"Accruals" means in relation to any Share, all arrears or accruals of declared but unpaid dividends on that Share;

"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);

"Anti-Dilution Shares" has the meaning given in Article 12.1;

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

"Associate" in relation to any person means:

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

"Auditors" means the auditors of the Company or, if the Company has lawfully not appointed auditors, its accountants for the time being;

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

"Bad Leaver" means a Leaver who becomes a Leaver in any of the following circumstances:

- (a) the lawful dismissal or termination of an employment agreement or consultancy agreement of a Service Provider for any act of gross misconduct in the course of their employment (excluding a wrongful dismissal or unfair dismissal) or engagement or during their tenure of office;
- (b) a Service Provider committing any serious breach of the material terms contained in their service or engagement agreement or letter of appointment (as the case may be) with the Company which, if capable of remedy, is not remedied by the individual within 10 Business Days of being notified by the Company of the breach and the remedial action required;
- (c) a dismissal or termination of engagement/service contract of a Service Provider by the Company in circumstances where a Service Provider commits any act of fraud or dishonesty;
- (d) they are convicted of any criminal offence for which they are sentenced to any term of imprisonment, whether immediate or suspended; and/or
- (e) after ceasing to be a Service Provider, commits a material breach of any non-compete obligations to the Company applicable under the Shareholders' Agreement or under such person's terms of engagement or employment as a Service Provider, even if such Service Provider did not cease to be a Service Provider by reason of being a Bad Leaver on their departure date;

"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 holders of any class of Series Seed Preferred Shares) or any consolidation or sub-division or any repurchase or redemption of Shares (other than any Series Seed Preferred Shares) or any variation in the subscription price or conversion rate applicable to any other outstanding Shares in each case other than Anti-Dilution Shares;

"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);

"CEO Director" means such Director appointed under Article 28.2;

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

"Company" means Ecologi Action Ltd (company number 11911630);

"Connected" has the meaning given in section 1122 of the Corporation Tax Act 2010;

"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 Corporation Tax Act 2010;

"Deferred Conversion Date" means the date that the Employee Shares convert into Deferred Shares pursuant to Articles 21.1 or 21.2;

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

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

"Effective Termination Date" means the date on which the Service Provider'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 Shares" means:

- (a) in relation to a Founder, all Shares held by the Founder in question excluding those acquired as part of a bona fide investment round into the Company or by the exercise of options granted by the Company; and
- (b) any Permitted Transferee of that Founder 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;

or

- (c) in relation to a Service Provider that is not a Founder, all Shares issued to the Service Provider in question after the date of adoption of these Articles excluding those acquired as part of a bona fide investment round into the Company or by the exercise of options granted by the Company; and
- (d) any Permitted Transferee of that Service Provider other than those Shares held by those persons that an Investor Majority declares itself satisfied were not acquired directly or indirectly from the Service Provider or by reason of that person's relationship with the Service Provider;

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

"Executive Directors" means such Directors appointed under Article 28.4;

"Fair Value" is as determined in accordance with Article 26;

"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" means the financial year of the Company as determined in accordance with section 390 of the Act;

"Founder Majority" has the meaning given in Article 28.4;

"Founders" means Elliot Alexander Coad, Lucy Phillippa Amanda Coad, Alexander Dennis Price and Ian Derek Hambleton, as the case may be, and **"Founder"** means any of them;

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

"GC" means General Catalyst Group X – Early Venture, L.P. and any of its Permitted Transferees to whom it has transferred Shares in accordance with the New Articles and the Shareholders' Agreement (or its or their respective general partner or management company authorised from time to time to act on its or their behalf or another person or persons nominated by it or them);

"Good Leaver" means a Leaver who is not a Bad Leaver;

"Group" means the Company and its Subsidiary Undertaking(s) (if any) and **"Group Company"** shall be construed accordingly;

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

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

- (a) the number and class of shares comprised in the issued share capital of the New Holding Company, the identity of the shareholders of the New 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);

- (b) the rights attaching to each class of share comprised in the New 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
- (c) the constitutional documents of the New 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 New Holding Company may be incorporated in a jurisdiction other than England and Wales);

"Investor Majority" means the holders of a majority of the Series Seed Preferred Shares;

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

"Investors" has the meaning given in the Shareholders' Agreement;

"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, the New York Stock Exchange or the Official List of the Financial Conduct 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;

"Leaver" means a Service Provider who ceases or has ceased to be a Service Provider;

"Leaver's Percentage" means in relation to and for the purposes of determining the number of Employee Shares that are required (pursuant to Article 21) to be converted into Deferred Shares as a result of a Service Provider becoming a Leaver within the period commencing on the Vesting Date of such Service Provider and ending on the Effective Termination Date (inclusive of such 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 relevant Vesting Date to the Effective Termination Date such that the Leaver's Percentage shall be zero on the first day of the 37th month after the Vesting Date and thereafter. Following completion of a Share Sale where a Founder has been dismissed in the 12 months immediately following such Share Sale other than for reasons that would qualify them as a Bad Leaver, the Leaver's Percentage for such Founder shall be zero. The Board and the Investor Majority together shall be able to lower the Leaver's Percentage at their discretion.

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

- (a) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of the Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business);

- (b) any Investment Fund managed or advised by that Fund Manager;
- (c) any Parent Undertaking or Subsidiary Undertaking of that Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Fund Manager; or
- (d) any trustee, nominee or custodian of such Investment Fund and vice versa;

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

"Minimum Transfer Conditions" has the meaning given in Article 18.2(d);

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

"New Holding Company" means a holding company of the Company newly incorporated in any jurisdiction (including, without limitation, in the United States of America under Delaware law) which has no previous trading history and has resulted from a Holding Company Reorganisation;

"New Securities" means any Shares or other securities convertible into, or carrying the right to subscribe for, those Shares issued after the date on which these Articles are adopted (other than Shares or securities issued as a result of the events set out in Article 15.6) excluding for the avoidance of doubt any Treasury Shares transferred by the Company after the date on which these Articles are adopted;

"Ordinary Majority" means the holders of more than 50 per cent of the voting Ordinary Shares in issue;

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

"Original Shareholder" has the meaning given in Article 17.1;

"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 or her Privileged Relations, Trustees or Qualifying Companies;
- (b) in relation to a Shareholder which is an undertaking (as defined in section 1161(1) of the Act), any Member of the same Group;
- (c) in relation to a Shareholder which is an Investment Fund, any Member of the same Fund Group; and
- (d) in relation to an Investor:
 - (i) to any Member of the same Group;
 - (ii) to any Member of the same Fund Group; or
 - (iii) to any nominee of that Investor;

"PG" means Philipp Guertler;

"Preference Amount" means:

(a) £1,206.31 per share in respect of the Series Seed A1 Preferred Shares; and

(b) £1,206.31 per share in respect of the Series Seed A2 Preferred Shares,

and in each case if applicable adjusted as referred to in Article 11.9 and/or Article 12.3 and together with a sum equal to any Accruals in respect of such Series Seed Preferred Share;

"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), sibling or parent;

"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 approved by the Board;

"Proposed Purchaser" means a proposed purchaser who at the relevant time has made an offer;

"Proposed Seller" means any person proposing to transfer any shares in the capital of the Company (including where a Transfer Notice is deemed to have been given under these Articles);

"Qualified IPO" means an IPO where the gross proceeds to the Company of the listing are equal to or exceed £25,000,000 (before the deduction of broker's commissions, discounts and fees) at an issue price per Ordinary Share of at least three times the Starting Price of the Series Seed A2 Preferred Shares;

"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 Corporation Tax Act 2010);

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

"Relevant Period" means in relation to a Service Provider, 36 months from the Vesting Date for such Service Provider;

"Restricted Member" has the meaning given in Article 21.5;

"Restricted Shares" has the meaning given in Article 21.6;

"Relevant Interest" has the meaning given in Article 31.1;

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

"Series Seed Preferred Shareholders" means the holders of Series Seed Preferred Shares;

"Series Seed A1 Preferred Shares" means the series seed A1 preferred shares of £0.01 each in the capital of the Company from time to time;

"Series Seed A2 Preferred Shares" means the series seed A2 preferred shares of £0.01 each in the capital of the Company from time to time;

"Series Seed Preferred Shares" means the Series Seed A1 Preferred Shares and the Series Seed A2 Preferred Shares and each a **"Series Seed Preferred Share"**;

"Service Provider" means an individual who is employed or appointed by or who provides consultancy or advisory services to, the Company and/or any member of the Group;

"Share Option Plan(s)" means the share option plan(s) of the Company;

"Share Sale" means the sale of (or the grant of a right to acquire or to dispose of) any of the Shares (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 or her 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;

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

"Shareholders' Agreement" means the amended and restated shareholders' agreement relating to the Company, as amended and restated on or around 9 June 2021 between, amongst others, the Investors, the Founders and the Company;

"Shares" means the Ordinary Shares, the Series Seed Preferred Shares and the Deferred Shares (if any);

"Starting Price" means:

- (a) £1,206.31 per share in respect of the Series Seed A1 Preferred Shares; and
- (b) £1,206.31 per share in respect of the Series Seed A2 Preferred Shares,

and in each case if applicable adjusted as referred to in Article 11.9 and/or Article 12.3;

"Subscription Agreement" means the subscription agreement entered into on or around 9 June 2021 between the Company and the Investors;

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

"Surplus Assets" has the meaning given in Article 7.1;

"Transfer Notice" has the meaning given in Article 18.2;

"Transfer Price" has the meaning given in Article 18.2;

"Treasury Shares" means Shares held by the Company as treasury shares 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; and

"Vesting Date" means:

- (a) in relation to any Founder, 9 June 2021; or

(b) in relation to any Shareholder who is a Service Provider and is issued any Employee Shares, in relation to such Employee Shares the date on which they were issued or such later date as may be decided by the Board.

3. Objects of the company

3.1 The objects of the Company are to promote the success of the Company;

- (a) for the benefit of its members as a whole; and
- (b) through its business and operations, to have a positive impact on (a) society and (b) the environment,

taken as a whole.

4. Directors' duties

4.1 A Director must act in the way he or she considers, in good faith, most likely to promote the success of the Company in achieving the objects set out in Article 3 above, and in doing so shall have regard (amongst other matters) to:

- (a) the likely consequences of any decision of the Directors in the long term and the impact any such decision may have on any affected stakeholders,
- (b) the interests of the Company's employees,
- (c) the need to foster the Company's business relationships with suppliers, customers and others,
- (d) the impact of the Company's operations on the community and the environment and on affected stakeholders,
- (e) the desirability of the Company maintaining a reputation for high standards of business conduct and the impact this has on affected stakeholders, and
- (f) the need to act fairly as between members of the Company,

(together, the matters referred to above shall be defined for the purposes of this Article as the "**Stakeholder Interests**" and each a "**Stakeholder Interest**").

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

4.3 Nothing in this Article express or implied, is intended to or shall create or grant any right or any cause of action to, by or for any person (other than the Company).

4.4 The Directors of the Company shall, for each financial year of the Company, prepare and circulate to its members an impact report. The impact report shall contain a balanced and comprehensive analysis of the impact the Company's business has had, in a manner proportionate to the size and complexity of the business. The impact report shall contain such detail as is necessary to enable the members to have an understanding of the way in which the Company has promoted its success for the benefit of its members as a whole and, through its business and operations, sought to have a material positive impact on society and the environment, taken as a whole. If the Company is also required to prepare a strategic report under the Companies Act 2006, the Company may choose to publish the impact report as part of its strategic report and in accordance with the requirements applying to the strategic report.

5. Share capital

- 5.1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include Shares allotted and/or issued after the date on which these Articles are adopted 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.
- 5.2 Except as otherwise provided in these Articles, the Series Seed Preferred Shares and the Ordinary Shares shall rank pari passu in all respects but shall constitute separate classes of shares.
- 5.3 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.
- 5.4 Subject to the Act and with Investor Majority Consent, the Company may purchase its own Shares to the extent permitted by section 692(1)(1ZA) of the Act.
- 5.5 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".
- 5.6 In Model 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".
- 5.7 The Board may be resolution decide, either generally or in any particular case or cases, that any signatures on any share certificates need not be autographic but may be applied to the certificates by some mechanical, electronic or other means or may be printed on them. Article 24(5) of the Model Articles shall be amended accordingly.

6. Dividends

- 6.1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 6.
- 6.2 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 the Deferred Shares and the Equity Shares so that the holders of the Deferred Shares receive £0.01 (as a class), payment of which may be made to any holder of Deferred Shares on behalf of that class, and the remainder of the Available Profits will be distributed to the holders of the Equity Shares (pari passu as if the Equity Shares constituted one class of share) pro rata to their respective holdings of Equity Shares.
- 6.3 Subject to the Act and these Articles, the Board may pay interim dividends if justified by the Available Profits in respect of the relevant period.

7. Liquidation preference

- 7.1 On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities ("**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 £0.01 to each holder of Deferred Shares for all Deferred Shares held by them;
- (b) second, in paying a sum equal to £X plus £100 (where X is an amount equal to the aggregate Preference Amounts of all of the Series Seed Preferred Shares in issue at the relevant time) to be distributed as to 0.001% (the "**First Deduction**") to Ordinary Shareholders and Series Seed Preferred Shareholders pro rata according to the number of Ordinary Shares and Series Seed Preferred Shares held by them and as to 99.999% to the Series Seed Preferred Shareholders pro rata to their respective aggregate Preference Amounts of their Series Seed Preferred Shares (the "**First Preference Amount**"), provided that if there are insufficient surplus assets to pay the First Deduction and the First Preference Amount, the remaining surplus assets shall be distributed as to the First Deduction to the Ordinary Shareholders and Series Seed Preferred Shareholders pro rata according to the number of Ordinary Shares and Series Seed Preferred Shares held by them and as to the balance to the Series Seed Preferred Shareholders pro rata to their respective aggregate Preference Amounts of their Series Seed Preferred Shares;
- (c) thereafter, the balance of the Surplus Assets (if any) shall be distributed as to 0.001% to the Series Seed Preferred Shareholders pro rata according to the number of Series Seed Preferred Shares held by them and as to the balance to the Ordinary Shareholders (including any Ordinary Shareholders holding Ordinary Shares arising from conversion of Series Seed Preferred Shares pursuant to Article 11) pro rata according to the number of Ordinary Shares held by them,

PROVIDED THAT if the amount payable to any Series Seed Preferred Shareholder under this Article 7 in respect of any Series Seed Preferred Shares held would be greater if such Series Seed Preferred Shares were converted into Ordinary Shares in accordance with Article 11 immediately prior to such event, then such Series Seed Preferred Shareholder shall receive the amount in respect of such Series Seed Preferred Shares that would be received if such Series Seed Preferred Shares had been converted into Ordinary Shares immediately prior to such event, instead of the amount that would otherwise be received in respect of such Series Seed Preferred Shares under this under this Article 7.

- 7.2 In the event that the Surplus Assets are distributed on more than one occasion, the distribution of Surplus Assets on any further occasion shall be made by continuing the distribution from the previous distribution in the order of priority set out in Article 7.1 taking account of the previous distributions received by such holders.

8. Exit provisions

- 8.1 On a Share Sale the Proceeds of Sale shall be distributed in the order of priority set out in Article 7 and the Directors shall not register any transfer of Shares sold in connection with that Share Sale if the Proceeds of Sale are not so distributed 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 7; and
 - (b) the Shareholders shall take any action required by the Board to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 7.

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 7.

- 8.2 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 7 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 the Board (with Investor Majority Consent) (including, but without prejudice to the generality of this Article, actions that may be necessary to put the Company into voluntary liquidation) so that Article 7 applies.

9. Votes in general meeting and written resolutions

- 9.1 The Equity Shares shall confer on each holder 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.
- 9.2 The Deferred Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of proposed written resolutions of the Company.
- 9.3 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.

10. Consolidation of Shares

- 10.1 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may (in their absolute discretion) deal with those residual fractions as they think fit on behalf of such Shareholders. In particular, the Directors may aggregate and sell the fractions for the best price reasonably obtainable to any person and distribute the net proceeds of sale in due proportion among such 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.
- 10.2 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 and Investor Majority Consent 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.

11. Conversion of Series Seed Preferred Shares

- 11.1 Series Seed Preferred Shares shall convert into Ordinary Shares on the terms of this Article and the corresponding share capital of the Company shall automatically be re-designated accordingly.

- 11.2 Any Series Seed Preferred Shareholder shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares some or all of the fully paid Series Seed Preferred Shares held by them at any time. Those Series Seed Preferred Shares specified in such notice shall convert automatically on the date stated in such notice (the "**Conversion Date**"), provided that the holder may in such notice, state that conversion of its Series Seed Preferred Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the "**Conditions**").
- 11.3 All of the fully paid Series Seed Preferred Shares shall automatically convert into Ordinary Shares:
- (a) on the date stated in a specified notice given to the Company by the Investor Majority (which date shall be on or after the delivery of such notice and shall be treated as the Conversion Date); or
 - (b) immediately upon the occurrence of a Qualified IPO.
- 11.4 In the case of (i) Articles 11.2 and 11.3(a), not more than five Business Days after the Conversion Date or (ii) in the case of Article 11.3(b), at least five Business Days prior to the occurrence of a Qualified IPO, each holder of the relevant Series Seed Preferred Shares shall deliver the certificate(s) (or an indemnity for lost certificates(s) in a form acceptable to the Board) in respect of the Series Seed Preferred Shares being converted to the Company at its registered office for the time being.
- 11.5 Where conversion is mandatory on the occurrence of a Qualified IPO, that conversion will be effective only immediately prior to such Qualified IPO (and "**Conversion Date**" shall be construed accordingly) and, if such Qualified 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 11.2, if the Conditions have not been satisfied or waived by the relevant holder by the Conversion Date such conversion shall be deemed not to have occurred.
- 11.6 On the Conversion Date, the relevant Series Seed Preferred Shares shall without further authority than is contained in these Articles stand converted into Ordinary Shares on the basis (subject to adjustment as set out in these Articles) of one Ordinary Share for each Series Seed Preferred Share held, rounded down to the nearest whole number (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.
- 11.7 The Company shall on the Conversion Date enter the holder of the converted Series Seed Preferred Shares on the register of members of the Company as the holder of the appropriate number of Ordinary Shares and, subject to the relevant holder delivering its certificate(s) (or an indemnity for lost certificate(s) in a form acceptable to the Board) in respect of the Series Seed Preferred Shares in accordance with this Article, the Company shall within 10 Business Days of the Conversion Date forward to such Series Seed Preferred Shareholder by post to his or her address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares.
- 11.8 On the Conversion Date (or as soon afterwards as it is possible to calculate the amount payable), the Company, subject to the Company having Available Profits for the purpose, will pay to the holders of the Series Seed Preferred Shares falling to be converted a dividend equal to all Accruals (if any) in relation to those Series Seed Preferred Shares, which payment may be waived by an Investor Majority.
- 11.9 In the event of any Bonus Issue or Reorganisation, the Preference Amount, Starting Price and/or Conversion Ratio, as applicable, shall also be adjusted equitably so that each Series Seed Preferred Shareholder is in no better or worse position (with respect to each Series Seed Preferred Share held) as a result of such Bonus Issue or Reorganisation. If a doubt or dispute arises concerning an adjustment of the Preference Amount, Starting Price and/or

Conversion Ratio in accordance with this Article, 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.

- 11.10 If any Series Seed Preferred Shareholder becomes entitled to fractions of an Ordinary Share as a result of conversion ("**Fractional Holders**"), the Directors may (in their absolute discretion) deal with these fractions as they think fit on behalf of the Fractional Holders. In particular, the Directors may aggregate and sell the fractions to a person for the best price reasonably obtainable and distribute the net proceeds of sale in due proportions among the Fractional Holders or may ignore fractions or accrue the benefit of such fractions to the Company rather than the Fractional Holder. For the purposes of completing any such sale of fractions, any Director will be deemed to have been appointed the Fractional Holder's agent for the purpose of the sale.

12. Anti-Dilution protection

- 12.1 If New Securities are issued by the Company at a price per New Security which equates to less than the Starting Price of the Series Seed A2 Preferred Shares (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 non-cash consideration for the allotment of that New Security) (a "**Qualifying Issue**"), then the Company shall, unless and to the extent that the holders of a majority of the Series Seed A2 Preferred Shares has specifically waived in writing the rights of all holders of Series Seed A2 Preferred Shares under this Article, issue to each holder of Series Seed A2 Preferred Shares (the "**Exercising Investor**") a number of new Series Seed A2 Preferred Shares 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 12.3 (the "**Anti-Dilution Shares**"):

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

Where:

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

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

SIP = the Starting Price of the Series Seed A2 Preferred Shares

ESC = the number of Equity Shares in issue plus the aggregate number of Equity 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 that New Security)

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

Z = the number of fully paid Series Seed A2 Preferred Shares held by the Exercising Investor prior to the Qualifying Issue

12.2 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 the Exercising Investors holding a majority of the Series Seed A2 Preferred Shares shall agree otherwise, in which event the Exercising Investors shall be entitled to subscribe for the Anti-Dilution Shares in cash at par and the entitlement of such Exercising Investors to Anti-Dilution Shares shall be increased by adjustment to the formula set out in Article 12.1 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 12.1 or this Article 12.2, the matter shall be referred (at the cost of the Company) to the Auditors (acting as experts and not arbitrators) 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 12.2(a) (if applicable), be issued, credited fully paid up in cash and shall rank *pari passu* in all respects with the existing Series Seed A2 Preferred Shares within five Business Days of the expiry of the offer being made by the Company to the Exercising Investor and pursuant to Article 12.2(a).

12.3 The Preference Amount and Starting Price of the Series Seed A2 Preferred Shares held by each Exercising Investor following the issuance of Anti-Dilution Shares under this Article shall be adjusted to equal to the quotient of (i) the aggregate Preference Amount or Starting Price (as the case may be) of the Series Seed A2 Preferred Shares held by such Exercising Investor immediately prior to the issuance of the Anti-Dilution Shares and (ii) the number of Series Seed A2 Preferred Shares held by such Exercising Investor immediately afterwards (including the Anti-Dilution Shares of the relevant class). If a doubt or dispute arises in respect of such adjustment, or if so requested by the holders of a majority of the Series Seed A2 Preferred Shares, 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.

12.4 For the purposes of this Article 12 any Shares held as Treasury Shares by the Company shall be disregarded.

13. Deferred Shares

13.1 Subject to the Act, any Deferred Shares may be purchased or (in the case of Shares issued as redeemable shares) redeemed by the Company at any time at its option for the aggregate sum of £0.01 for all the Deferred Shares registered in the name of each 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) of such Deferred Shares to such person(s) as the Company may determine (as nominee or custodian thereof or otherwise), including (subject to the Act) to the Company itself, in any such case for a price being not more than an aggregate sum of £0.01 for all the Deferred Shares registered in the name of such holder(s); and/or

- (b) receive the consideration for such a transfer or purchase (and give a good discharge for it) and hold the same on trust for the transferor(s); and/or
- (c) give, on behalf of such holder(s), consent to the cancellation of such Deferred Shares; and/or
- (d) retain the certificate(s) (if any) in respect of such Deferred Shares pending the transfer, cancellation and/or purchase thereof.

13.3 No Deferred Share may be transferred without the prior consent of the Board.

14. Variation of rights

14.1 The special rights attached to any class of Share 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 more than 75 per cent in nominal value of the issued Shares of that class (provided that, if such variation or abrogation treats two or more classes in the same manner, the written consent of the holders of a majority of the issued shares of such classes (as if such classes constituted one and the same class) shall be required), save that the special rights attaching to the Series Seed Preferred Shares may only be varied or abrogated with Investor Majority Consent.

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 (as defined in sections 560(1) to (3) inclusive of the Act) made by the Company.

15.2 Unless otherwise agreed by an Investor Majority, 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 all Shareholders their pro-rata share of the New Securities (the "**Subscribers**") on the same terms and at the same price as those New Securities are being offered to other persons on an as converted and pari passu basis, where each Shareholder's pro-rata share is equal to the number of Equity Shares held by such Shareholder divided by the number of Equity Shares then in issue (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 five 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 being offered to the Subscribers, such 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 of such 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 or her).

- 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 being offered to the Subscribers, the New Securities shall be allotted to the Subscribers in accordance with their applications and any remaining New Securities shall be offered, subject to Article 15.5, 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 Subject to Articles 15.2 to 15.4 (inclusive) and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.
- 15.6 The provisions of Articles 15.2 to 15.4 (inclusive) shall not apply to:
- (a) options to subscribe for Ordinary Shares under the Share Option Plan(s) up to the enlarged pool of 1,700 Ordinary Shares (or as otherwise increased from time to time with Investor Majority Consent) and any Shares resulting from the exercise of such options;
 - (b) the issue of any employment-related hurdle Shares;
 - (c) the issue of any Shares on the exercise or conversion of any debenture, warrant, option (excluding those granted under the Share Option Plan(s)) or other convertible security which has been approved in writing by an Investor Majority;
 - (d) the issue of Shares pursuant to the Subscription Agreement;
 - (e) Shares or 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;
 - (f) Shares issued or granted in order for the Company to comply with its obligations under these Articles including, but not limited to the Anti-Dilution Shares or the issue of any Ordinary Shares pursuant to Article 11; or
 - (g) Shares or securities issued as a result of a Bonus Issue or share subdivision which has been approved by the Board.
- 15.7 Any New Securities offered under this Article 15 to an Investor may be accepted in full or part by any Member of the same Fund Group or any Member of the same Group as such Investor (as relevant) in accordance with the terms of this Article 15.
- 15.8 No Shares shall be allotted (nor any Treasury Shares be transferred) to any Service Provider, or Director, prospective Service Provider or prospective Director, 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.

16. Transfers of Shares – general

- 16.1 In Articles 16 to 19 (inclusive), a 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.
- 16.2 Other than Permitted Transfers or where a Service Provider (or their Permitted Transferee) is obligated to transfer their Shares in accordance with these Articles, no Shares held by a Service Provider (or any of their Permitted Transferees) shall be transferred without Investor Majority Consent save that a Founder may transfer up to 119 Ordinary Shares (with the

exception of Ian Hambleton who may transfer up to 70 Ordinary Shares) without restriction as to price or otherwise provided such Ordinary Shares have vested in accordance with the Articles.

16.3 No Share may be transferred unless the transfer is made in accordance with these Articles.

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

16.5 Any transfer of a Share by way of sale which is required to be made under these Articles will be deemed to include a warranty that the transferor sells with full title guarantee.

16.6 The Directors may refuse to register a transfer if:

- (a) it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
- (b) the transfer is to a Service Provider, a Director, a prospective Service Provider or a prospective Director, 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(s) for the Shares to which it relates (or an indemnity for lost certificate(s) 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; and/or
- (f) 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.

16.7 The Directors may, as a condition to the registration of any transfer of Shares (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 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

16.8 To enable the Directors to determine whether or not there has been any disposal of Shares (or any interest in Shares) in breach of these Articles the Directors may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence as the Directors may request regarding any matter which they

deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the Shares 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 writing of that fact and, at the sole discretion of the Board:

- (a) such Shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights:
 - (i) 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 on a written resolution of the class in question); or
 - (ii) to receive dividends or other distributions otherwise attaching to those Shares or to any further Shares issued in respect of those Shares; and/or
- (b) either:
 - (i) the holder of such Shares shall be required at any time following receipt of the notice to transfer some or all of such Shares to any person(s) at the price that the Directors may require by notice in writing to that holder; or
 - (ii) such Shares shall automatically convert into Deferred Shares on the basis of one Deferred Share for each such Share.

The rights referred to in (a) above may be reinstated by the Board and shall in any event be reinstated upon the completion of any transfer referred to in (b)(i) above.

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

16.10 If a Transfer Notice is required to be given 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 (the votes of any Director who is a Proposed Seller or with whom the Proposed Seller is Connected being disregarded) and the Proposed 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; and
- (c) the Proposed Seller wishes to transfer all of the Shares held by it.

16.11 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.

17. Permitted Transfers

17.1 Any Shareholder (who is not a Permitted Transferee) (the "**Original Shareholder**") may transfer all or any of his or her Shares to a Permitted Transferee without restriction as to price or otherwise.

- 17.2 Shares previously transferred as permitted by Article 17.1 may be transferred by the transferee to the Original Shareholder or any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.
- 17.3 Where 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 In the case of bankruptcy of a Shareholder, a person entitled to the Share(s) shall be entitled to transfer such Share(s) to the Permitted Transferee(s) of such bankrupt Shareholder provided such transfer takes place within one year of such event.
- 17.5 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 on the first Business Day after the expiration of that five Business Day period.
- 17.6 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 on the first Business Day after the expiration of that five Business Day period.
- 17.7 Trustees may:
- (a) transfer Shares to a Qualifying Company; or
 - (b) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder; or
 - (c) transfer Shares to the new or remaining Trustees upon a change of Trustees without restrictions as to price or otherwise.
- 17.8 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 Equity Shares 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.
- 17.9 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) (and may do so without restriction as to price or otherwise) failing which it will be deemed to have given a Transfer Notice in respect of such Shares on the first Business Day after the expiration of that five Business Day period.

- 17.10 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 or she must, within 15 Business Days of so ceasing either:

- (a) execute and deliver to the Company a transfer of the Shares held by him or her 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 or she shall be deemed to have given a Transfer Notice on the first Business Day after the expiration of that 5 Business Day period.

- 17.11 On the death (subject to Article 17.3), bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) his or her personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver (as applicable) 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 (who themselves is not bankrupt or in liquidation). 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 (as applicable) will be deemed to have given a Transfer Notice on the first Business Day after the expiration of that 5 Business Day period.

- 17.12 A transfer of any Shares approved by the Board and the Investor Majority may be made without restriction as to price or otherwise and with any such conditions as may be imposed and each such transfer shall be registered by the Directors.

- 17.13 Any Share may at any time be transferred where there is a sale of the entire issued share capital of the Company to a New Holding Company, which has been approved by the Board.

18. Transfers of Shares subject to pre-emption rights

- 18.1 Save where the provisions of Articles 17, 20, 21 and/or 23 apply or where the Investor Majority determine otherwise any transfer of Ordinary Shares by a Proposed Seller shall be subject to the pre-emption rights contained in this Article.

- 18.2 A Proposed 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 or she wishes to transfer (the "**Sale Shares**");
- (b) if he or she wishes to sell the Sale Shares to a third party, the name of the proposed transferee;
- (c) the price at which he or she 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 (a "**Minimum Transfer Condition**").

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

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

- 18.4 Five Business Days 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 in accordance with these Articles,

the Board shall offer the Sale Shares to the Shareholders (other than the Proposed Seller or any of its Permitted Transferees) on a pro rata basis to their respective holdings of Equity Shares. Such offer shall invite the recipients to apply in writing within the period from the date of the offer to the date five Business Days after the offer (inclusive) (the "**Transfer Offer Period**") for the maximum number of Sale Shares they wish to buy.

- 18.5 If, at the end of the Transfer 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 Shareholder who has applied for Sale Shares in the proportion (fractional entitlements being rounded to the nearest whole number) which his or her holding of the relevant class of Equity Shares bears to the total number of the relevant class of Equity Shares held by those 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 Shareholders of more than the maximum number of Sale Shares which he, she or it has stated he, she or it is willing to buy.
- 18.6 If, at the end of the Transfer Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Company shall first allocate the Sale Shares to the Shareholders who have applied for Sale Shares in accordance with their applications and the balance shall be dealt with in accordance with Article 18.7.
- 18.7 The Proposed Seller may, subject to the approval of the Board and all other restrictions on the transfer of Shares located in these Articles, within eight weeks after the end of the Transfer Offer Period, transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price.
- 18.8 If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under this Article will be conditional on the fulfilment of the Minimum Transfer Condition.
- 18.9 Any Sale Shares offered under this Article 18 to an Investor may be accepted in full or part by any Member of the same Fund Group or any Member of the same Group as such Investor in accordance with the terms of this Article 18.

19. Compulsory transfers

- 19.1 Subject to Article 17.4, 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.
- 19.2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his or her death the Directors may require the legal personal representatives of that deceased Shareholder either:
- (a) to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or
 - (b) to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder.

If either requirement in this Article 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 (unless determined otherwise by the Board).

- 19.3 If a Shareholder which is a company either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (other than as part of a bona fide restructuring or reorganisation), the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the Shares held by the relevant Shareholder and its Permitted Transferees (unless determined otherwise by the Board).
- 19.4 If there is a change in control (as control is defined in section 1124 of the Corporation Tax Act 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 19.4 shall not apply to an Investor.

20. Mandatory Offer on a Change of Control

- 20.1 Except in the case of Permitted Transfers and transfers pursuant to Article 19 the provisions of Article 20.2 will apply if one or more Shareholders (the "**Proposed Transferors**") proposes 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 her or persons Acting in Concert with him or her) acquiring a Controlling Interest in the Company.
- 20.2 A Proposed Transferor must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the "**Offer**") to all other holders of Equity Shares to acquire all of the Equity Shares for a consideration per share the value of which is at least equal to the Specified Price.
- 20.3 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.

- 20.4 If any other holder of Equity Shares is not given the rights accorded to them by this Article, the Proposed Transferors will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.
- 20.5 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 of the Shares held by Accepting Shareholders.
- 20.6 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.
- 20.7 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 this Article, 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 7 and 8;

(b) **Relevant Sum** = $C \div A$

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

C = the Supplemental Consideration.

21. Departing Service Providers

21.1 If a Service Provider ceases to be a Service Provider by reason of being a:

(a) Bad Leaver, all of the Employee Shares relating to such Service Provider; or

(b) Good Leaver at any time during the Relevant Period, the Leaver's Percentage of the Employee Shares relating to such Service Provider,

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

21.2 If a Service Provider ceases to be a Service Provider and subsequent to ceasing to be a Service Provider for whatever reason commits within 12 months of so ceasing to be a Service Provider a material breach of the terms of any restrictive covenants in the Shareholders' Agreement and/or under their service agreement, employment agreement or consultancy agreement with the Company (or any Group Company, as relevant) which is not cured to the reasonable satisfaction of the Company within 30 days of written notice from the Company,

even if such Service Provider did not cease to be a Service Provider by reason of being a Bad Leaver on their departure date, all Employee Shares relating to such Service Provider (other than those Employee Shares which an Investor Majority declares itself satisfied were acquired at fair value) shall automatically be converted into Deferred Shares (on the basis of one Deferred Share for each Share held).

- 21.3 Upon such conversion into Deferred Shares, the Company shall be entitled to enter the holder of the Deferred Shares on the register of members of the Company as the holder of the appropriate number of Deferred Shares as from the Deferred Conversion Date. Upon the Deferred Conversion Date, the Service Provider (and their Permitted Transferee(s)) shall deliver to the Company at its registered office the shares certificate(s) (to the extent not already in the possession of the Company) (or an indemnity for lost certificate in a form acceptable to the Board) for the Employee Shares so converting and upon such delivery there shall be issued to them (or their Permitted Transferee(s)) share certificate(s) for the number of Deferred Shares resulting from the relevant conversion and any remaining Shares.
- 21.4 The Company shall be entitled to retain any share certificate(s) relating to Shares while any such Shares remain unvested.
- 21.5 All voting rights attached to Shares held by a Leaver (and, if and to the extent determined by the Board, Shares held by any Permitted Transferee of that Leaver) (a "**Restricted Member**") shall be suspended, unless the Board (acting with Investor Majority Consent) notify them otherwise, as from the date such Leaver ceased to be (or gives or is given notice to terminate their employment or consultancy as) a Service Provider.
- 21.6 Any Shares whose voting rights are suspended pursuant to Article 21.5 ("**Restricted Shares**") shall confer on the holders of Restricted Shares the right to receive a notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution. Voting rights suspended pursuant to Article 21.5 shall be automatically restored immediately prior to an IPO. If a Restricted Member transfers any Restricted Shares in accordance with these Articles (other than a transfer to any of his or her Permitted Transferees) all voting rights attached to the Restricted Shares so transferred shall (with the consent of the Board, not to be unreasonably withheld) upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored.

22. Co-sale

- 22.1 No transfer (other than a Permitted Transfer or transfers under Articles 19 and 23) of any of the Equity Shares held by the Founders (or any of their Permitted Transferees) may be made or validly registered unless the relevant holder of Shares (the "**Relevant Transferor**") shall have observed the following procedures of this Article, unless an Investor Majority have determined that this Articles shall not apply to such transfer.
- 22.2 After the Relevant Transferor has gone through the pre-emption process set out in Article 18, the Relevant Transferor shall give to each Shareholder (an "**Equity Holder**") not less than five 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 Equity Shares which the Relevant Transferor proposes to sell; and

(e) the address where the counter-notice should be sent.

- 22.3 Each Equity Holder shall be entitled within five Business Days after receipt of the Co-Sale Notice to notify the Relevant Transferor that he or she wishes to sell a certain number of Equity Shares held by him or her at the proposed sale price on an as if converted basis, by sending a counter-notice which shall specify the number of Equity Shares which such Equity Holder wishes to sell. The maximum number of Equity Shares which an Equity Holder can sell under this procedure shall be:

$$(X/Y) \times Z$$

where:

X = is the number of Equity Shares (on an as converted basis) held by the Equity Holder;

Y = is the total number of Equity Shares (on an as converted basis) held by all Equity Holders and the Relevant Transferor;

Z = is the number of Equity Shares (on an as converted basis) the Relevant Transferor proposes to sell.

Any Equity Holder who does not send a counter-notice within such 5 Business Day period shall be deemed to have specified that he or she wishes to sell no Shares pursuant to this Article.

- 22.4 Following the expiry of five Business Days from the date the Equity Holders receive the Co-Sale Notice, the Relevant Transferor shall be entitled to sell to the Buyer on the terms notified to the Equity Holders a number of Equity Shares not exceeding the number specified in the Co-Sale Notice less any Equity Shares which Equity Holders have together indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Equity Holders the number of Equity Shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Relevant Transferor from the Buyer.
- 22.5 No sale by the Relevant Transferor shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice.
- 22.6 Transfers made by Equity Holders in accordance with this Article 21 shall not be subject to Article 18.

23. Drag-along

- 23.1 If (i) an Ordinary Majority and (ii) an Investor Majority (the "**Dragging Shareholders**"), wish to transfer all their interest in Equity Shares (the "**Dragging Shares**") to a Proposed Purchaser who has made an offer to acquire the entire issued share capital of the Company (the "**Proposed Drag Sale**") the Dragging Shareholders shall have the option (the "**Drag Along Option**") to compel each other holder of Equity Shares (each a "**Called Shareholder**") and together the "**Called Shareholders**") to sell and transfer all of their Equity 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 Dragging Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a "**Drag Along Notice**") to the Company which the Company shall forthwith copy to the Called Shareholders at any time before the transfer of the Dragging Shares to the Drag Purchaser. A Drag Along Notice shall specify that:

- (a) the Called Shareholders are required to transfer all their Equity Shares (the "**Called Shares**") under this Article;
- (b) the person to whom they are to be transferred;
- (c) the consideration (whether in cash or otherwise) 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).

23.3 Drag Along Notices will lapse if for any reason there is not a sale of the Dragging Shares by the Dragging Shareholders to the Drag Purchaser within 60 Business Days after the date of service of the Drag Along Notice. The Dragging 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 Dragging Shares in accordance with the provisions of Articles 7 and 8 (the "**Drag Consideration**").

23.5 In respect of a transaction that is the subject of a Drag-Along Notice and with respect to any Drag Document, no Called Shareholder shall be bound by the Drag-Along Notice unless:

- (a) any representations and/or warranties to be made by such Called Shareholder in connection therewith are limited to representations and/or warranties that (i) such 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 liens and Encumbrances and shall sell the same with full title guarantee, (ii) the obligations/undertakings of the Called Shareholder in connection with the Proposed Drag Sale have been duly authorised, if applicable and (iii) the documents to be entered into by such Called Shareholder have been duly executed by such Called Shareholder and delivered to the acquirer and are enforceable against the Called Shareholder in accordance with their respective terms and (iv) neither the execution and delivery of documents to be entered into in connection with the Proposed Drag Sale, nor the performance of the Called Shareholder's obligations thereunder, will cause a breach or violation of the terms of any agreement, law, or judgment, order or decree of any court or governmental agency;
- (b) such Called Shareholder are not be liable for the inaccuracy of any representation or warranty made by any other person (except to the extent that funds may be paid out of an escrow or holdback established to cover breach of representations, warranties and covenants of the persons giving such representations, warranties and covenants under the Sale Agreement);
- (c) the liability of such Called Shareholder is several and not joint with any other person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Shareholder of any of identical representations, warranties and covenants provided by all Shareholders), and is pro rata in proportion to, and does not exceed, the amount of consideration received by such Called Shareholder in

connection with such proposed transaction (except with respect to claims related to fraud, the liability for which need not be limited as to such individual Shareholder), taking into consideration the distributions any waterfall or other liquidation preferences in these Articles or otherwise that exist with respect to any Shares (a "**Distribution Preference**");

- (d) liability is limited to such Called Shareholder's applicable share (determined based on the respective proceeds payable to each Shareholder in connection with such proposed transaction) of a negotiated aggregate indemnification amount that applies equally to all Shareholders but that in no event exceeds the amount of consideration otherwise received by such Called Shareholder in connection with such proposed transaction, except with respect to claims related to fraud by such Called Shareholder, the liability for which need not be limited as to such Called Shareholder; and
- (e) upon the consummation of the proposed transaction, each holder of each class of the Shares will receive the same form of consideration for its shares of such class as is received by other holders in respect of their Shares of such same class of Shares (taking into consideration any Distribution Preference), provided, however, that, notwithstanding the foregoing, if the consideration to be paid in exchange for any Shares on a Proposed Drag Sale includes any securities, due receipt thereof by any Shareholder who is a "U.S. Person" (as defined in the Securities Act 1933) would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Shareholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to accredited investors, as defined in Regulation D promulgated under the United Securities Act of 1933, the Company may cause to be paid to any such Shareholder in lieu thereof, against surrender of the Shares held by them which would have otherwise been sold by such Shareholder, an amount in cash equal to the Fair Value of the securities which such Shareholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares held by such Shareholder.

23.6 In the event that the Dragging 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(s) 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 to each Called Shareholder, on behalf of the Drag Purchaser the Drag Consideration 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. Following the Company's receipt of the Drag Consideration, but pending its payment or transfer to the Called Shareholder, 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 in respect of their Shares (without prejudice to any party's right to serve a further Drag Along Notice at any time thereafter).
- 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 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 or her. The Board shall then authorise registration of the transfer once appropriate stamp duty (if any is required) has been paid. The defaulting Called Shareholder shall surrender his or her share certificate(s) for his or her Shares (or suitable executed indemnity) to the Company. On surrender, he or she shall be entitled to the Drag Consideration due to him or her.
- 23.11 On any person, following the issue of a Drag Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire Shares in the Company or pursuant to the conversion of any convertible security of the Company (a "**New Shareholder**"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Drag Purchaser and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.
- 23.12 In the event that an Asset Sale is approved by (i) the Board (ii) an Ordinary Majority and (iii) an Investor 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 any Distribution Preference.

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. New Holding Company

- 25.1 In the event of a Holding Company Reorganisation approved by (i) the Board, (ii) an Ordinary Majority and (iii) an Investor 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 New 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 New Holding Company and otherwise (subject to the express provisions of such constitutional documents) have the same rights as all other New 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 New 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 New Holding Company, and the provisions of this Article shall apply with the necessary changes to the New Reorganisation Shareholder.

26. Valuation of Shares

26.1 If no Transfer Price can be agreed between the Proposed Seller and the Board in accordance with the applicable provisions of these Articles or otherwise then, on the date of failing agreement, the Board shall either:

- (a) appoint an expert valuer of its choosing (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.

26.2 The Expert Valuer shall be:

- (a) the Auditors; or
- (b) (if otherwise agreed by the Board and the Proposed Seller) an independent firm of Chartered Accountants to be agreed between the Board and the Proposed 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.

26.3 The "**Fair Value**" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:

- (a) valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) that the Sale Shares are capable of being transferred without restriction;
- (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent, but taking account of the rights attaching to the Sale Shares; and
- (e) reflect any other factors which the Expert Valuer reasonably believes should be taken into account.

26.4 If any difficulty arises in applying any of these assumptions or bases, then the Expert Valuer shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit.

- 26.5 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 26.6 The Expert Valuer shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 26.7 The Board shall 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.
- 26.8 The Expert Valuer shall deliver their certificate to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Proposed Seller. Unless the Sale Shares are to be sold under a Transfer Notice, which is deemed to have been served, the Proposed Seller may by notice in writing to the Company within five Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.
- 26.9 The cost of obtaining the certificate shall be paid by the Company unless:
- (a) the Proposed 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 Proposed Seller for the Sale Share before Expert Valuer was instructed,

in which case the Proposed Seller shall bear the cost.

27. General meetings

- 27.1 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 Model Article 41 of the Model Articles, then, provided that the Qualifying Person present holds or represents the holder of at least 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.
- 27.2 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.
- 27.3 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.
- 27.4 Polls must be taken in such manner as the chairman of the meeting 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.
- 27.5 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.

- 27.6 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 Business Day.

28. Number and appointment of Directors

- 28.1 Unless and until the Company shall otherwise determine by ordinary resolution with Investor Majority Consent, the number of Directors shall not be less than one.
- 28.2 The chief executive officer of the Company appointed by the Board from time to time shall be a Director (the "**CEO Director**").
- 28.3 GC shall have the right 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.
- 28.4 For so long as at least one Founder is a Service Provider, the holders of at least 50 per cent of the voting Equity Shares held by the Founders who are then Service Providers (a "**Founder Majority**") shall have the right to appoint such two natural persons as the Founder Majority may nominate as Directors (the "**Executive Directors**") and to remove any Director so appointed and, upon their removal, to appoint another Director in their place.
- 28.5 Subject to Article 28.6, for so long as PG continues to hold at least 5 per cent of the voting Equity Shares, he shall have the right to appoint such natural person as he may nominate as a Director and to remove any Director so appointed and, upon their removal, to appoint another Director in their place.
- 28.6 PG's right to appoint a director pursuant to Article 28.5 shall automatically terminate on completion of one or more equity financing by the Company pursuant to which it raises at least £17,500,000 in aggregate in any 18 month period through the subscription for shares in the capital of the Company.
- 28.7 The appointment or removal of an Executive Director and any observer appointed by Article 28.3 shall be by written notice to the Company, which shall take effect on delivery of such notice at the Company's registered office or at any meeting of the Board or committee thereof.
- 28.8 Any observer appointed by Article 28.3 shall be entitled at their request to be appointed to any committee of the Board and to the board of directors of any Subsidiary Undertaking and any committee of the board of directors of any Subsidiary Undertaking.
- 28.9 Any Director may appoint as an alternate any other Director, or any other person approved by the Board, to exercise that Director's powers and carry out that Director's responsibilities in relation to the taking of decisions by the Directors, in the absence of the appointing Director. Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointing Director, or in any other manner approved by the Directors.

29. 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 or she is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his or her office be vacated; or

- (b) in the case of Directors, if a majority of his or her co-Directors serve notice on him or her in writing, removing him or her from office, excluding any Executive Director appointed in accordance with Article 28.4 or any Director appointed by GC in accordance with the Shareholders' Agreement.

30. Proceedings of Directors

- 30.1 The quorum for Directors' meetings shall be at least two Directors which must include the CEO Director and (ii) where a Relevant Interest of a Director is being authorised by any other Director in accordance with section 175(5)(a) of the Act, such 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 the next week at the same time and place or at such time and place as determined by the Directors present at such meeting. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.
- 30.2 In the event that a meeting of the Directors is attended by a Director who is acting as alternate for one or more other Directors, the Director or Directors for whom he or she is the alternate shall be counted in the quorum despite their 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.
- 30.3 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.
- 30.4 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.
- 30.5 Provided (if these Articles so require) a Director has declared to the other Directors in accordance with the provisions of these Articles the nature and extent of their interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), such Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which they have an interest, whether a direct or an indirect interest, or in relation to which they have a duty and shall also be counted in reckoning whether a quorum is present at such a meeting.
- 30.6 Questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of any equality of votes, the chairman shall have a second or casting vote.
- 30.7 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.

31. Directors' interests

Specific interests of a Director

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

- (a) where a Director (or a person Connected with him or her) 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 or her) 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 or her) is a Shareholder 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 or her) 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 her or of which he or she 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 or she 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, she 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,

(each a "**Relevant Interest**").

Interests of which a Director is not aware

31.2 For the purposes of this Article, an interest of which a Director is not aware and of which it is unreasonable to expect him or her to be aware shall not be treated as an interest of that Director.

Accountability of any benefit and validity of a contract

31.3 In any situation permitted by this Article (save as otherwise agreed by him or her) a Director shall not by reason of his or her office be accountable to the Company for any benefit which he or she 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

31.4 Subject to Article 31.5, 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 or her 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, 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 31.6 and 31.7, 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; and

subject to Article 31.5, 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.

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

31.5 Subject to Article 31.7 (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), if a Director, otherwise than by virtue of his or her position as Director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he or she shall not be required:

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

31.6 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 31.6 shall apply only if the conflict arises out of a matter which falls within Article 31.1 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

31.7 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 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 or herself 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 or herself 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 or her to have access to such documents or information.

Requirement of a Director is to declare an interest

31.8 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 31.1 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 31.1(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 or her 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

31.9 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.

31.10 For the purposes of this Article:

- (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.

32. Notices

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

- (a) in hard copy form; or
- (b) in electronic form by email,

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.

Notices in hard copy form

- 32.2 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;
 - (b) to the address notified to or by the Company for that purpose;
 - (c) in the case of an intended recipient who is a member or his or her legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members;
 - (d) in the case of an intended recipient who is a Director or alternate, to his or her address as shown in the register of Directors;
 - (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.
- 32.3 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 posted, on receipt or 48 hours after the time it was posted, whichever occurs first.

Notices in electronic form

- 32.4 Subject to the provisions of the Act, any notice or other document given or supplied under these Articles may be given by email (provided that an address for email has been notified to or by the Company for that purpose).
- 32.5 Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective if sent by email (where an address for email has been notified to or by the Company for that purpose), on receipt or 48 hours after the time it was sent, whichever occurs first.
- 32.6 Where the Company is able to show that any notice or other document given or sent under these Articles by email 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.

General

- 32.7 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.
- 32.8 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).

33. Indemnities and insurance

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

(a) every Director or other officer of the Company (excluding the 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 or her in the actual or purported execution or discharge of his or her duties or the exercise or purported exercise of his or her powers or otherwise in relation to or in connection with his or her duties, powers or office, provided that no current or former Director or current or former director of 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 or she 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 her; 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 or her 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 33.1(a)(i), 33.1(a)(iii)(B) and 33.1(a)(iii)(C) applying;

(b) the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such current or former Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him or her in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Company, or any associated company including (if he or she 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.

33.2 The Company shall (at the cost of the Company) effect and maintain for each current and former Director or current or former director of any associated company policies of insurance insuring each such Director against risks in relation to his or her office as each director may reasonably specify including without limitation, any liability which by virtue of any rule of law

may attach to him or her in respect of any negligence, default of duty or breach of trust of which he or she may be guilty in relation to the Company.