



THE SOCIAL COMMERCE PLATFORM LTD

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Articles of Association

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PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

THE SOCIAL COMMERCE PLATFORM LTD  
(company number 13386956)  
(the "Company")

(adopted by written resolution passed on **1st March 2024**)

1 DEFINITIONS AND INTERPRETATION

1.1 In these Articles, unless the context requires otherwise:

"Accountants" means the accountants for the time being of the Company;

"Act" means the Companies Act 2006;

"acting in concert" has the meaning ascribed to it by the City Code on Takeovers and Mergers as in force and construed on the Adoption Date;

"Adoption Date" means the date of adoption of these Articles;

**"AP"** means Active Partners 2023/24 EIS;

**"AP Nominee"** means any nominee appointed by AP to act as the registered holder of Shares on behalf of AP;

"Asset Sale" means the disposal by the Company of all or substantially all of its undertaking and assets (where disposal may include the grant by the Company of an exclusive licence of intellectual property not entered into in the ordinary course of business);

**"Bad Leaver"** means a Founder who:

- (a) ceases to be employed or provide consultancy services to the Group as a consequence of that Founder's dismissal or termination for gross misconduct, fraud, dishonesty or being convicted of any criminal offence (other than a road traffic offence which is not punishable by a custodial sentence), or as a consequence of that person's resignation in such circumstances; or
- (b) being an employee or director of any member of the Group commits any act justifying summary dismissal (being dismissal without notice by any member of the Group) or termination of his engagement without notice other than where the relevant Group Company makes, or is required to make, a payment in lieu of notice in accordance with his service contract
- (c) after ceasing to be an employee and/or consultant of the Group, commits a material breach of any restrictive covenants owed to the Company under such person's terms of engagement or employment or otherwise;

"Beneficial Owners" means the beneficial owners who, from time to time, have beneficial ownership in the Shares for which the Venrex Nominee or Seedrs or Redrice or any Redrice Nominee (as appropriate), or AP or any AP Nominee (as appropriate) is registered as the legal owner (and "Venrex Beneficial Owners" and "Seedrs Beneficial Owners" and "Redrice Beneficial Owners" and "AP Beneficial Owners") shall be read and construed accordingly);

"Board" means the board of directors of the Company from time to time and any duly authorised committee or other delegate thereof;

"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 Preferred Shareholders) or any consolidation or sub-division or any variation in the conversion rate applicable to any other outstanding shares of the Company;

"business day" means a day, other than a Saturday or a Sunday, on which clearing banks are open for commercial business in London;

"Change of Control" means the acquisition whether by purchase, transfer, renunciation or otherwise (but excluding a transfer of Shares made in accordance with Article 6 (Permitted Transfers)) by any person not a Member as at the Adoption Date ("a Third Party Purchaser") of any interest in any Shares if, upon completion of that acquisition, the Third Party Purchaser, together with persons acting in concert or connected with him, would hold 50 per cent or more in nominal value of the Shares;

"Commencement Date" means the date of the adoption of these Articles;

"Conversion Date" has the meaning given in Article 2.12;

"Conversion Ratio" means one Ordinary Share per Preferred Ordinary Share (if applicable, adjusted as referred to in Article 1.4(g));

"Deferred Shares" means deferred shares of £000000.1 each in the capital of the Company from time to time;

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

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

"Founders" means Federico Pereira, Alice Aubrey and Georgia Aubrey (and each a "Founder");

"Founder Shares" in means 90% of the Equity Shares held by:

- (a) Federico Pereira; and
- (b) any Permitted Transferee receiving shares pursuant to a Permitted Transfer from Federico Pereira other than those Equity Shares held by those persons that an Investor Majority declares itself satisfied were not acquired directly or indirectly from Federico Pereira or by reason of that person's relationship with Federico Pereira,

provided that Equity Shares that are held by Federico Pereira for the purposes of satisfying the Founder Share Options shall not be taken into account for the purpose of calculating the Leaver's Percentage;

"Founder Share Options" means the share options granted prior to the Commencement Date by Federico Pereira to the other Founders and certain employees and in respect of which full details have been provided to the Investors;

"Group" means the Company and any subsidiary and subsidiary undertakings of the Company (direct and indirect) from time to time where a "subsidiary" means a subsidiary within the meaning ascribed to such expression by section 1159 of the Act and a "subsidiary undertaking" means a subsidiary undertaking within the meaning ascribed to such expression by section 1162 of the Act and the expressions "Group company" and or "member of the Group" or similar expression shall be read and construed accordingly;

**“Intermediate Leaver”** means a Founder who ceases to be employed or provide consultancy services to the Group as a consequence of that Founder's resignation as an employee and/or consultant of the Group at any time during the Relevant Period, except in circumstances which constitute a constructive dismissal;

"Investors" means those Shareholders other than the Founders;

"Investor Directors" means the VIM Director and the Redrice Director and any reference to Investor Director Consent (or similar expression) shall mean the consent of the VIM Director and the Redrice Director;

"Investor Majority" means a majority of Investors (by reference to the total number of Equity Shares held by all Investors or their respective nominees at the relevant time) such majority to include Redrice and VIM on behalf of the Venrex Investors;

"Issue Price" means the amount paid up or credited as paid up (including any premium on issue) on the Shares concerned;

**"LDC"** means LDC (Managers) Limited (CRN: 2495714);

"Leaver" has the meaning given in Article 8.12;

"Leaver's Percentage" means, in relation to and for the purposes of determining the number of Founder Shares that are required (pursuant to Article 8) to be converted into Deferred Shares as a result of a Founder being an Intermediate Leaver, the percentage (rounded to the nearest two decimal places) calculated as follows:

Leaver's Percentage =  $100 - ((1/48 \times 100) \times NM)$ ,

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

"Listing" means the admission of all or any of the issued equity share capital of the Company to any public exchange approved by an Investor Majority;

"Long Stop Date" means 30 April 2024 (or such later date is required by the Company with the consent of an investor Majority);

"Member" or "Shareholder" means any registered holder of a Share;

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 in effect as at the Adoption Date;

"Ordinary Shares" means the ordinary Shares of £0.0000001 each in the capital of the Company;

**“Preferred Shares”** means the preferred ordinary shares of £0.0000001 each in the capital of the Company from time to time;

**“Preferred Shareholder”** means the holder of the Preferred Shares from time to time;

"Preference Amount" has the meaning set out in Article 2.4.2;

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

**"Redrice"** means Redrice I LP, acting by Redrice Ventures Ltd (member of its General Partner, Redrice I GP LLP);

"Redrice Director" means the director nominated to be appointed to the Board in accordance with Article 13.2;

**"Redrice Nominee"** means any nominee appointed by Redrice to act as the registered holder of Shares on behalf of Redrice;

"Relevant Period" means 48 months from the Commencement Date;

"Restricted Member" has the meaning given in Article 8.16;

"Sale" means the making of one or more agreements (whether conditional or not) for the disposal, transfer, purchase, subscription or renunciation of any part of the share capital of the Company giving rise to a Change of Control and for the purposes of this definition "disposal" shall mean a sale, transfer, assignment or other disposition whereby a person ceases to be the absolute beneficial owner of the share in question or voting rights attached thereto or an agreement to enter into such disposal or the grant to compel entry into such an agreement;

"Seedrs" means Seedrs Nominees Limited or such other person as is appointed by Seedrs Limited from time to time to act as nominee for the Seedrs Beneficial Owners;

**"Share Option Plan(s)"** means (i) the share option plan or plans of the Company from time to time and (ii) any agreement in respect of the award of shares including restricted shares (including restricted unit awards) and growth or hurdle shares, or share option agreements of the Company, in each case as amended from time to time;

**"Shares"** means the Ordinary Shares, the Deferred Shares and the Preferred Shares from time to time;

"SIPP" means in relation to any Member, the trustees of a self-invested personal pension of that Member;

"Surplus Assets" has the meaning given in Article 0;

"Third Party Purchaser" has the meaning ascribed to it in the definition of "Change of Control" and where the relevant acquisition was affected by the renunciation of a renounceable letter of allotment, shall include the relevant renounce;

"Unvested" means those Founder Shares which may be required to be converted into Deferred Shares under Article 8 if the relevant Founder were then an Intermediate Leaver;

"Valuers" means the Accountants unless:

- (a) a report on the Market Value is to be made pursuant to a Deemed Transfer Notice and, within 21 days after the date of the Deemed Transfer Notice, the Vendor notifies the Board in writing that it objects to the Accountants making that report; or
- (b) the Accountants give notice to the Company that they decline an instruction to report on Market Value;

when the Valuers shall be an independent firm of chartered accountants agreed between the Vendor and the Board or, in default of agreement within 10 business days after the event referred to in (a) or (b) above, appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of the Company;

"Venrex" means any fund advised or managed by VIM who is a Shareholder from time to time and any person ("Venrex Associate") who is associated to any such fund including individual investors in any such fund or any other persons who are otherwise introduced to the Company by VIM and who invests for Shares as co-investors to Venrex (and "Venrex Investors" shall be construed accordingly);

"Venrex Nominee" means any nominee appointed by Venrex to act as the registered holder of Shares on behalf of Venrex;

"VIM" means Venrex Investment Management LLP, registered number OC318273; and

"VIM Director" means the director nominated to be appointed to the Board in accordance with Article 13.1;

"ZIP WORLD" means Zip World Limited (CRN: 7777872).

- 1.2 The regulations contained in the Model Articles shall be incorporated into and form part of these Articles and shall apply to the Company insofar as such regulations are not excluded, amended or modified by or otherwise inconsistent with this document (and "Articles" will be read and construed accordingly).
- 1.3 These Articles shall take effect subject to the requirements of the Act and of every other statute for the time being in force affecting the Company.
- 1.4 In these Articles where the context so permits:
  - (a) words importing the singular number only shall include the plural number and vice versa;
  - (b) words importing the masculine gender only shall include the feminine gender;
  - (c) words importing persons shall include bodies corporate, unincorporated associations and partnerships;
  - (d) the expression "paid up" shall include credited as paid up;
  - (e) the word "writing" shall include using electronic communications;
  - (f) with respect to the calculation of any number of Equity Shares:
    - (i) each Ordinary Share shall be counted as one Ordinary Share; and
    - (ii) each Preferred Share shall be counted as a number of Ordinary Shares (including fractional entitlements) equal to one multiplied by the then applicable Conversion Ratio;
  - (g) in the event of any Bonus Issue or Reorganisation, the Preference Amount, and/or Conversion Ratio, as applicable, shall be adjusted as determined by the Board with the consent of the Investor Directors equitably so as to ensure that each Preferred Shareholder is in no better or worse position (with respect to each Preferred Share held) as a result of such Bonus Issue or Reorganisation provided that if a doubt or dispute arises concerning such adjustment, the Board shall, if requested by the Investor Majority, refer the matter to the Company's accountants (or such independent firm of accountants as the Board may decide) whose determination shall, in the absence of manifest error, be final and binding on the Company and each of the Shareholders (and the costs of the Company's accountants (or such independent firm of accountants) shall be borne by the Company).

- 1.5 References in these Articles to Regulations are to regulations in the Model Articles and references to an Article by number are to a particular Article of these Articles.
- 1.6 Words and expressions defined in or for the purposes of the Act or the Model Articles shall, unless these Articles provide otherwise, have the same meaning in these Articles.
- 1.7 Headings used in these Articles shall not affect their construction or interpretation.
- 1.8 References to any statute or section of any statute shall include reference to any statutory amendment, extension, modification or re-enactment thereof for the time being in force.
- 1.9 In these Articles, where the consent of the Investors is required, it shall mean the consent of an Investor Majority.
- 1.10 In these Articles, where the consent of Venrex is required, howsoever expressed, it shall mean the consent of VIM on behalf of the Venrex Investors.
- 1.11 In these Articles, where the consent of the Investor Directors is required, howsoever expressed, and no such director is appointed at the relevant time by either Venrex or Redrice as appropriate or at all or, if so appointed at their determination in relation to any particular matter, the same shall be required in their stead of VIM and/or Redrice (as applicable).
- 1.12 In these Articles, whenever any action is entitled to be taken by the Investor Directors (howsoever expressed) and no such Director is appointed at the relevant time at all or by either of Venrex or Redrice, such action may be taken by VIM and/or Redrice (as applicable).

## 2 SHARE CAPITAL, LIABILITY OF MEMBERS & LIQUIDATION PREFERENCE

- 2.1 The Company is a private company and accordingly any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company or any allotment of or agreement to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of these shares or debentures being offered for sale to the public shall be prohibited.
- 2.2 The liability of the members is limited.
- 2.3 Except as otherwise provided in these Articles, the Preferred Shares and the Ordinary Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.

### Liquidation Preference

- 2.4 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 or provisioning for its liabilities ("Surplus Assets") shall be applied (to the extent that the Company is lawfully permitted to do so):
  - 2.4.1 first, in distributing to the holders of the Deferred Shares, if any, a total of one penny in aggregate for the entire class of Deferred Shares (which payment shall be deemed satisfied by distribution to any one holder of Deferred Shares);
  - 2.4.2 second, in distributing a sum equal to £x plus (one hundred pounds) £100 (where X is an amount equal to the greater of:
    - (i) the subscription price paid for all Preferred Share in issue at the relevant time; and

- (ii) the aggregate amount that would be payable to the holders of the Preferred Shares if the surplus assets of the Company remaining after payment of its liabilities were paid to the holders of Ordinary Shares and Preferred Shares pro rata to the number of Ordinary Shares and Preferred Shares (pari passu as if the same constituted one class of Share) held thereby);

(the “**Preference Amount**”)

such amount to be distributed as to 0.001% (the “First Deduction”) to the holders of the Ordinary Shares pro rata according to the number of Ordinary Shares held by them and as to 99.999% to the holders of the Preferred Shares pro rata to the amounts paid up on their respective Preferred Shares, provided that if there are insufficient surplus assets to pay the amounts per Preferred Share equal to the Preference Amount and the First Deduction, the remaining surplus assets shall be distributed as to the First Deduction to the holders of the Ordinary Shares pro rata according to the number of Ordinary Shares held by them and as to the balance to the holders of the Preferred Shares pro rata to amounts paid up on their respective Preferred Shares,

- 2.4.3 thereafter, the balance of the Surplus Assets (if any) shall be distributed among the holders of Ordinary Shares and Preferred Shares, such amount to be distributed as to 0.001% to the holders of the Preferred Shares pro rata according to the number of Preferred Shares held by them and as to 99.999% to the holders of the Ordinary Shares pro rata according to the number of Ordinary Shares held by them.
- 2.5 No Shareholder shall sell (or otherwise transfer) any Shares as part of a Sale unless (and the Board shall not register any transfer of Shares pursuant to a Sale unless the Board is reasonably satisfied that) the terms of such Sale provide that the Proceeds Of Sale are distributed in accordance with Article 2.4 to those Shareholders selling or otherwise transferring Shares pursuant to such Sale, provided always that if the Proceeds Of Sale are not settled in their entirety upon completion of the Share Sale:
  - 2.5.1 the Board shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds Of Sale that are settled have been (or will, under the terms of the Sale, be) distributed in the order of priority set out in Article 2.4; and
  - 2.5.2 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 2.4.
- 2.6 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 2.4, provided always that (i) if it is not lawful for the Company to distribute the Surplus Assets in accordance with the provisions of these Articles, the Shareholders shall take any necessary action reasonably requested by the Board with Investor Director consent (including actions that may be necessary to put the Company into voluntary liquidation) so that Article 2.4 applies and is given effect.
- 2.7 Whenever the share capital of the Company is divided into different classes of Shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of a majority 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 only be required).
- 2.8 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.

Deferred Shares



- 2.9 Subject to the Act, all Deferred Shares in issue may be purchased by the Company at any time at its option for a total of one penny in aggregate for all such Deferred Shares (which amount shall be apportioned between the holders of Deferred Shares pro rata as to the number of Deferred Shares held and may be paid to any one holder of Deferred Shares on behalf of all holders of Deferred Shares) without obtaining the sanction of the holder(s).
- 2.10 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:
- 2.10.1 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 or otherwise), including (subject to the Act) to the Company itself in accordance with Article 2.9 and otherwise in any such case for a price being not more than an aggregate sum of one penny for all the Deferred Shares registered in the name of such holder(s);
- 2.10.2 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);
- 2.10.3 give, on behalf of such holder(s), consent to the cancellation of such Deferred Shares on completion of any transfer of the same to the Company; and/or
- 2.10.4 retain the certificate(s) (if any) in respect of such Deferred Shares pending their transfer, cancellation and/or purchase.
- 2.11 Save as otherwise provided in the foregoing provisions of Articles 2.9 and 2.10, and notwithstanding any other provision of these articles no Deferred Share may be transferred without the prior consent of the Board with Investor Majority consent.

#### Conversion of Preferred Share

- 2.12 Any Preferred Shareholder shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all (or such number as stated in such notice) of the fully paid Preferred Shares held by them at any time and those Preferred Shares shall convert automatically on the date of (or such other date as may be specified as the date of conversion in) such notice (the "Conversion Date"), provided that the holder may in such notice, state that conversion of its Preferred Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the "Conditions").
- 2.13 On the Conversion Date, the relevant Preferred Shares shall without further authority than is contained in these Articles stand converted into Ordinary Shares at the then applicable Conversion Ratio and the Ordinary Shares resulting from that conversion shall in all other respects rank *pari passu* with the existing issued Ordinary Shares.
- 2.14 The Company shall on the Conversion Date enter the holder of the converted 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 in a form acceptable to the Board) in respect of the Preferred Shares in accordance with this Article, the Company shall within 10 Business Days of the Conversion Date forward to such holder of converted Preferred Shares by post to their address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares.

### 3 ISSUE OF SHARES

- 3.1 Section 561(1) and Sections 562(1) to (5) of the Act shall not apply to the Company.
- 3.2 If and for so long as the Company only has one class of shares, then, subject to the provisions of this Article 3, the Board is hereby generally and unconditionally authorised, for

the purposes of section 550 of the Act, to exercise any power of the Company to offer or allot, grant rights to subscribe for or to convert any security into and otherwise deal in, or dispose of, any shares in the Company to any person, at any time, subject to any terms and conditions as the Board (including the Investor Directors) thinks appropriate. There shall be no maximum amount of shares that may be allotted or issued by the Company pursuant to this authority.

- 3.3 Except with the prior consent in writing of the holders of at least 75 per cent of the Equity Shares then in issue (such holders to include Redrice, Venrex, AP and Seedrs) any Equity Shares in the capital of the Company shall, before issue, be offered by the directors in the first instance to the existing holders of Equity Shares in accordance with the following provisions of this Article 3. Every such offer shall be in writing, shall be in identical terms for each holder, shall state the number and class of the shares to be issued, the terms of issue, the aggregate number of Equity Shares in issue, the number of Equity Shares held by the holder to whom the offer is addressed and shall be subject to the following conditions, which shall be incorporated in such offer:
- (a) that any acceptance thereof (which may be as regards all or any of the shares offered) shall be in writing and be delivered to the Company's registered office or, in the case of any acceptance contained in an electronic communication, be delivered at any number or address used for the purpose of electronic communications and identified for that purpose by the Company within a period of 14 days from the date of service of the said offer;
  - (b) that in the event of the aggregate number of shares accepted pursuant to the offer exceeding the aggregate number of shares included in the offer, the holders accepting shall be entitled to receive, and bound to accept, an allocation of either the number of shares accepted by them respectively or a proportionate number of the shares offered according to the proportion which the number of Equity Shares held by the accepting holder bears to the aggregate number of Equity Shares held by all the accepting holders at the date of the offer, whichever number is less; and
  - (c) that any holders to whom such offer shall have been made and whose requirements shall not have been fully met by such allocation shall further be entitled to receive, and bound to accept, an allocation among them of any surplus shares in proportion, as nearly as may be, to the number of shares accepted by them respectively in excess of the number of shares to which they may respectively be entitled on the first allocation thereof as above.
- 3.4 Each of the Venrex Nominee, Redrice Nominee, AP Nominee and Seedrs may send any offer received by it under Article 3.3 to the Venrex Beneficial Owners, Redrice Beneficial Owners, AP Beneficial Owners and the Seedrs Beneficial Owners who may take up the same as if they were registered holders of Equity Shares.
- 3.5 Any Equity Shares subscribed for by Venrex pursuant to the foregoing provisions of this Article 3 shall be for and on behalf of the Venrex Beneficial Owners and shall be registered in the name of the Venrex Nominee or otherwise as prescribed by Venrex from time to time.
- 3.6 Any Equity Shares subscribed for by Seedrs pursuant to the foregoing provisions of this Article 3 shall be for and on behalf of the Seedrs Beneficial Owners and shall be registered in the name of the Seedrs or otherwise as prescribed by Seedrs from time to time.
- 3.7 Any Equity Shares subscribed for by Redrice pursuant to the foregoing provisions of this Article 3 shall be for and on behalf of the Redrice Beneficial Owners and shall be registered in the name of the Redrice Nominee or otherwise as prescribed by Redrice from time to time.
- 3.8 Any Equity Shares subscribed for by AP pursuant to the foregoing provisions of this Article 3 shall be for and on behalf of the AP Beneficial Owners and shall be registered in the name of the AP Nominee or otherwise as prescribed by AP from time to time.

- 3.9 If any such offer shall not be accepted in full, the directors may within three months after the date of such offer dispose of any shares comprised therein and not accepted as aforesaid to such person or persons as they may think fit but only at the same price and upon the same terms as to payment, if any, as were specified in such offer.
- 3.10 The provisions of Article 3.3 shall not apply to the issue of up to 1,454,545 Equity Shares to Investors from and including the Adoption Date up to and including the Long Stop Date.
- 3.11 The Provisions of Article 3.3 shall not apply to the issue of Equity Shares upon the exercise of options granted pursuant to any Share Option Plan adopted by the Company on terms approved by the Investors up to an aggregate number of Equity Shares equal to no more than 5% of all issued Equity Shares on a fully diluted basis as at the Long Stop Date (including all such options as are granted but unexercised as at the Adoption Date).
- 3.12 Whilst LDC remains a shareholder of Zipworld (and/or any member of its Group), Zipworld may send any offer received by it under Article 3.3 to LDC who may take up the same as if it were the registered holder of Equity Shares.
- 4 LIEN
- 4.1 The Company shall have a lien on all Shares whether fully paid or not for any monies owing to the Company by the holder thereof from time to time or his estate, whether he is their sole registered holder or one of two or more joint holders.
- 4.2 The Company may sell any Share in respect of which it has a lien by offering up such Shares for sale in accordance with Article 8 (Compulsory Transfers) as if a Deemed Transfer Notice were deemed given in respect of such Shares.
- 5 TRANSFER OF SHARES - GENERAL PROVISIONS
- 5.1 The Board shall not register the transfer of any Share or recognise the transfer of any interest in any Share unless the transfer is permitted by and is made in accordance with these Articles.
- 5.2 Subject to Article 2.11, save as required or permitted by Articles 6, 8, 9, 10, or pursuant to the Founder Share Options and without prejudice to the provisions of Article 7, no Founder shall sell or otherwise transfer or pledge in any way any Share or any interest in any Share or agree to sell, transfer or pledge any Share or interest prior to a Sale or Listing without the prior written approval of Venrex and Redrice.
- 5.3 For the purpose of ensuring that a transfer of Shares is in accordance with these Articles or that no circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice, the Board may (and will if so requested by the Investor Directors) from time to time require a Member or any person named as transferee in any transfer lodged for registration to furnish to the Board such information and evidence as the Board reasonably requires for such purpose.
- 5.4 Failing such information or evidence being furnished to the reasonable satisfaction of the Board (including the Investor Directors) within a reasonable time after any request made under Article 5.3, the Board shall refuse to register the transfer in question (if any) and or may require, by notice in writing to the Member(s) concerned, that a Transfer Notice be given in respect of the Shares concerned.
- 5.5 If such information or evidence requested under Article 5.3 discloses to the satisfaction of the Board that circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice, the Board may (and will if so requested by the Investor Directors) by notice in writing to the Member(s) concerned require that a Transfer Notice be given in respect of the Shares concerned.

5.6 An obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or encumbrance.

## 6 PERMITTED TRANSFERS

### 6.1 Definitions

For the purposes of these Articles:

- (a) "Family Member" means, in relation to an individual Member, their spouse (or widow or widower), civil partner, parent, child, grandchild (including step and adopted children and grandchildren);
- (b) "Family Trust" means, in relation to an individual Member, a trust which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of that Member or any of his Family Members and under which no power of control over the voting powers conferred by any Shares the subject of the trust is capable of being exercised by, or being subject to the consent of, any person other than the trustees;
- (c) "investment fund" means as regards any fund, limited, general or other partnership, company, investment trust, unit trust, investment company or collective investment scheme (as defined by the Financial Services and Markets Act 2000) or other entity (excluding any Qualifying Company or Family Trust) whose principal business is to make investments, including in securities, or whose business is managed by a Fund Manager:
  - (i) such investment fund;
  - (ii) any participant or partner in or member of any such investment fund (including in the case of Venrex, Venrex Associates) or the holders of any unit trust which is a participant or partner in or member of any investment fund (but in each case 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);
  - (iii) any other investment fund whose business is managed or advised by such Fund Manager or by a member of the same Group as such investment fund or Fund Manager;
  - (iv) a member of the same Group as such investment fund or Fund Manager; and
  - (v) any trustee, nominee or custodian of such investment fund and vice versa,

(and, in each case, with respect to the holding of interests in Shares, any nominee or custodian of such interests in Shares) and the term "member of the same investment fund" shall be construed accordingly;

- (d) "a member of the same group" means, in relation to a body corporate, any other body corporate which is for the time being a holding company of that body corporate or a subsidiary or subsidiary undertaking of that body corporate or a subsidiary or subsidiary undertaking of any holding company of which that body corporate is also a subsidiary;

- (e) "permitted transfer" means any transfer of Shares expressly permitted under this Article 6 and the expression "permitted transferee" shall be read and construed accordingly;
- (f) "Family Shares" means, in relation to a Member, any Shares for the time being held by that Member or any of his Family Members or by the trustees of his Family Trust, in any such case, as a result of a previous permitted transfer or series of permitted transfers;
- (g) **"Fund Manager"** means a person whose principal business is to make, manage or advise upon investments in securities.

## 6.2 Family members, Family Trusts and SIPPS

- (a) Any Member who is an individual may at any time transfer Shares originally allotted to and still held by him to a person or persons shown to the reasonable satisfaction of the Board to be:
  - (i) a Family Member of his (provided they are over the age of 18 years of age); or
  - (ii) trustees to be held under a Family Trust for that Member, provided that the terms of the trust and identity of the trustees are approved in advance by the Board (including the Investor Directors).
- (b) The trustees of a Family Trust may transfer Shares the subject of the Trust to any of the beneficiaries thereof (who are over the age of 18) in accordance with the rules of the trust or to any new or replacement trustee of that trust (subject to any such new trustee being approved in advance by the Board (including the Investor Directors)).
- (c) Any permitted transferee of an individual Member may transfer Shares to any other person over the age of 18 who would also be a permitted transferee of such original Member or back to the original Member himself.
- (d) Any Member, being an individual, may at any time transfer Shares to a SIPP of which he or any other of his Family Members is/are the beneficiaries.
- (e) Any Member who is the trustee of a SIPP on behalf of a SIPP Member may transfer the relevant Shares to any new or remaining trustees of such SIPP upon any change of the trustees thereof or to the relevant SIPP Member(s).
- (f) Any Member may transfer any Shares held by him to a nominee to be held as bare trustee for such Member (to the reasonable satisfaction of the Board) and any such nominee may transfer any such Shares back to the original Member or to any replacement nominee of such Member.
- (g) Any Member (being an individual) may transfer Shares to a company which is wholly owned by him (and any such company may transfer such Shares back to the original Member) provided that if such company ceases to be wholly owned by the relevant original Member, it shall immediately prior to ceasing to be so owned, transfer such Shares back to the original Member and in default thereof shall be deemed to have served a Transfer Notice in respect of such Shares.

## 6.3 Groups of companies

- (a) Any Member which is a body corporate may at any time transfer any Shares held by it to a member of the same group as that Member. For the purposes of this Article 6.3(a) LDC, whilst it remains a shareholder of Zipworld (and/or any member of its group), shall be treated as forming part of the same group as Zipworld.

- (b) Where Shares have been transferred under Article 6.3(a) (whether directly or indirectly or by a series of such transfers) from a Member (the "Transferor") to a member of the same group as the Transferor (the "Transferee") and subsequent to such transfer the Transferee ceases to be a member of that group, the Transferee shall forthwith transfer all the Shares held by it back to the Transferor or to any other continuing member of the same group as the Transferor (for such consideration as they agree) and if they do not do so within 28 days of the date upon which the Transferee ceases (other than on dissolution of the Transferor) to be a member of the same group, the directors may (and will if so requested by the Investor Directors) at any time thereafter require the Transferee to serve a Transfer Notice in respect of such Shares.

#### 6.4 Investment funds

Any Shares held by or on behalf of an investment fund may be transferred to:

- (a) the investment fund for whom the Shares are held; or
- (b) any member of the same investment fund
- (c) to another investment fund which is managed or advised by the same manager or adviser as the transferor or by a manager or adviser which is a member of the same group as the transferor's manager or adviser; or
- (d) to any unit-holder, shareholder, partner or other participant (including in the case of Venrex, any Venrex Associate) in, or manager or adviser (or an officer or employee, past or present, of any such person) of that investment fund or to a nominee on behalf of any such person; or
- (e) to any custodian or nominee or other person so authorised, to be held on behalf of any person referred to in Article 6.4(a), (b), (c) or (d) above.

#### 6.5 Beneficial Owners

Each Beneficial Owner may transfer their interest in any held Shares to any person, without notice to the Company and at any time, so long as the Venrex Nominee or Seedrs or Redrice or any Redrice Nominee (as appropriate) or AP or any AP Nominee (as appropriate) remains the sole registered holder of such Shares immediately after such transfer. If a transfer is made pursuant to this Article 6.5, the new Beneficial Owner shall be treated as the Beneficial Owner for all purposes of these Articles.

#### 6.6 Transfers of Venrex Nominee Role

Notwithstanding any other restrictions contained within these Articles, Venrex may, at any time and entirely at its discretion, appoint any other person to replace any Venrex Nominee to act as nominee for the Venrex Beneficial Owners and may procure the transfer of all relevant Shares between such nominees at any time and from time to time without restriction.

#### 6.7 Transfers of Redrice Nominee Role

Notwithstanding any other restrictions contained within these Articles, Redrice may, at any time and entirely at its discretion, appoint any other person as or to replace any Redrice Nominee to act as nominee for the Redrice Beneficial Owners and may procure the transfer

of all relevant Shares between such nominees at any time and from time to time without restriction.

#### 6.8 Transfers of the Seedrs Nominee Role

Notwithstanding any other restrictions contained within these Articles, Seedrs Limited may, at any time and entirely at its discretion, appoint any other person to replace any Seedrs Nominee to act as nominee for the Seedrs Beneficial Owners and may procure the transfer of all relevant Shares between such nominees at any time and from time to time without restriction.

#### 6.9 Transfers of the AP Nominee Role

Notwithstanding any other restrictions contained within these Articles, AP may, at any time and entirely at its discretion, appoint any other person to replace any AP Nominee to act as nominee for the AP Beneficial Owners and may procure the transfer of all relevant Shares between such nominees at any time and from time to time without restriction.

#### 6.10 Transfer of legal title to Beneficial Owners

Notwithstanding any other restrictions contained within these Articles, VIM or Seedrs Limited, or Redrice or AP (as appropriate) may, at any time and entirely at its discretion, instruct the Venrex Nominee or Seedrs or Redrice or any Redrice Nominee (as appropriate) or AP or any AP Nominee (as appropriate) to transfer the legal title of any Shares held by it to the relevant Beneficial Owner(s), whereupon the obligations of Venrex and the Venrex Nominee or Seedrs Limited and Seedrs or Redrice/the Redrice Nominee (as appropriate) or AP or any AP Nominee (as appropriate) under these Articles in respect of such Beneficial Owner(s) will terminate, and the Board shall enter such Beneficial Owner(s) in the register of members and record such transfer in the register of transfers.

#### 6.11 Transfers with approval

A Shareholder may transfer all or any of his / its Shares to any third party or to any other Shareholder without restrictions on price or otherwise, with the prior written consent of an Investor Majority and the Founders (acting by way of majority in terms of the aggregate number of Shares held by the Founders at the relevant time).

#### 6.12 Entire interest

Except as otherwise provided herein, any transfer of any Share pursuant to this Article 6 shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such Share, free from any lien, charge or other encumbrance.

### 7 VOLUNTARY TRANSFERS

7.1 Except as expressly permitted under Article 6 (Permitted Transfers) or pursuant to Article 9 or 10 or except with the prior consent in writing of the holders of at least 75 per cent of the Equity Shares then in issue (such holders to include Venrex, Redrice, AP and Seedrs) and without prejudice to Article 5.2, any Member who wishes to transfer any Equity Share or any interest therein (a "Vendor") shall, before transferring or agreeing to transfer such Equity Share or interest (and hereafter references to Equity Share shall be read and construed as including a reference to any interest in it), serve notice in writing (a "Transfer Notice") on the Company of his wish to make that transfer.

7.2 In the Transfer Notice the Vendor shall specify the number of Equity Shares which he wishes to transfer ("Sale Shares"), the identity of the person (if any) to whom the Vendor wishes to transfer the Sale Shares, the price per Sale Share at which the Vendor wishes to transfer the Sale Shares (the "Proposed Price") and any other terms relating to the proposed transfer of the Sale Shares.

- 7.3 Each Transfer Notice shall constitute the Company as the agent of the Vendor for the sale of the Sale Shares on the terms of this Article 7 and, save as provided in Article 7.5, shall be irrevocable.
- 7.4 The Sale Shares shall be offered for purchase in accordance with this Article 7 at a price per Sale Share (the "Sale Price") agreed between the Vendor and the Board (including the Investor Directors) or, in default of such agreement by the end of the tenth business day after the date of service of the Transfer Notice, the lower of (where appropriate):
- (a) the Proposed Price (if any); and or
  - (b) the price per Share reported on by the Valuers as their written opinion of the open market value of the Sale Shares in accordance with Article 7.12 (the "Market Value") as at the date of service of the Transfer Notice.
- 7.5 If the Market Value is reported on by the Valuers under Article 7.4 to be less than the Proposed Price, the Vendor may revoke the Transfer Notice by written notice given to the Board within the period of 10 business days after the date the Board serves on the Vendor the Valuers' written opinion of the Market Value (the "Withdrawal Period").
- 7.6 No more than 15 business days after the Sale Price has been agreed or determined, the Board shall give an Offer Notice ("Offer Notice") to all Members (excluding the Vendor and any person who holds Equity Shares as a permitted transferee of the Vendor) offering the Sale Shares pro-rata to their respective Shareholdings.
- 7.7 An Offer Notice shall expire 15 business days after its service and shall:
- (a) specify the Sale Price;
  - (b) contain the other information set out in the Transfer Notice; and
  - (c) state that in the event that any Member does not take up their pro-rata entitlement to the Sale Shares, any remaining Sale Shares (the "Excess Sale Shares") may be applied for in any amount by the other Members to whom the Offer Notice is sent. Should the aggregate amount of Excess Sale Shares applied for exceed the number of Excess Sale Shares available, the Excess Sale Shares will be allocated to the relevant accepting Members as nearly as practicable on a pro-rata basis calculated by reference to such offerees' respective existing Shareholdings in the Company; and
  - (d) invite the relevant Members to apply in writing, before expiry of the Offer Notice, to purchase the numbers of Sale Shares (including if relevant, Excess Sale Shares) specified by them in their application.
- 7.8 Within 5 business days of the expiry date of the Offer Notice, the Board shall give notice in writing (a "Sale Notice") to the Vendor and to each person to whom Sale Shares have been allocated (each a "Purchaser"), specifying the name and address of each Purchaser, the number of Sale Shares agreed to be purchased by him and the total price payable for them.
- 7.9 Completion of a sale and purchase of Sale Shares pursuant to a Sale Notice shall take place at the registered office of the Company at the time specified in the Sale Notice when the Vendor shall, upon payment to him by a Purchaser of the Sale Price in respect of the Sale Shares allocated to that Purchaser, transfer those Sale Shares and deliver the relative share certificate(s) to the Company on behalf of all the Purchasers (or an indemnity in respect of any which is lost).
- 7.10 The Vendor may, during the period of 40 business days commencing 10 business days after the expiry date of the Offer Notice, sell all or any of those Sale Shares for which a Sale Notice has not been given by way of bona fide sale to the proposed transferee (if any) named in the Transfer Notice or, if none was so named, to any other person at any price per



Sale Share which is not less than the Sale Price provided that the Vendor may not transfer any such Share and the Board shall not register any transfer to a transferee who is not at that date a Member unless such transferee is first approved in writing by the Board (including the Investor Directors). The provisions of Article 10 (Tag Along) shall apply to any such transfer. Without prejudice to the foregoing, no person may be registered as a Shareholder without first adhering to any shareholders' agreement relating to the Company at the relevant time to the extent required by the terms thereof or otherwise by the Board at the relevant time.

- 7.11 If a Vendor fails for any reason (including death) to transfer any Sale Shares when required pursuant to this Article 7:
- (a) the Board may (and will if so requested by the Investor Directors) authorise some person (who shall be deemed to be irrevocably appointed as the agent with full power in the name of (and on behalf of) the Vendor for the purpose) to execute the necessary transfer of such Sale Shares and deliver it on the Vendor's behalf;
  - (b) the Company may receive the purchase money for such Sale Shares from the relevant Purchaser and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Purchaser as the holder of such Sale Shares;
  - (c) the Company shall hold any such purchase money in a separate bank account on trust for the Vendor but shall not be bound to earn or pay interest on any money so held;
  - (d) the Company's receipt for such purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application of it; and
  - (e) after the name of the Purchaser has been entered in the register of Members in purported exercise of the power conferred by this Article 7.11, the validity of the proceedings shall not be questioned by any person.
- 7.12 If instructed to report on their opinion of Market Value under Article 7.4, the Valuers:
- (a) shall act as expert and not as arbitrator and their written determination shall be final and binding on the Members (except in the case of manifest error); and
  - (b) shall proceed on the basis that the open market value of each Sale Share shall be the sum which a willing purchaser would agree with a willing vendor to be the purchase price for all the class of shares of which the Sale Shares forms part, divided by the number of issued shares of that class taking no account of any premium or any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Sale Shares; and
  - (c) are entitled in their absolute discretion to appoint legal or other professional advisers to advise on the interpretation and effect of any records or documents provided to it for the purposes of determining the Market Value.
- 7.13 Each of the Company and the Vendor will provide such assistance and copy documentation or access to records as the Valuers shall reasonably require of them so as to enable them to fulfil their duties as Valuers and will generally use their respective reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the Board within 28 days of being requested to do so. Upon receipt of the Valuers' report, the Company will send a copy of the same to the Vendor as envisaged in Article 7.5.
- 7.14 The Valuers' fees and expenses for reporting on their opinion of the Market Value and the fees and expenses of any legal or other advisers appointed by them as envisaged in Article 7.12(c) shall be paid as to one half by the Vendor and as to the other half by the Company unless:

- (a) the Valuers direct otherwise given their finding and the respective positions of the parties in their proceedings with the Valuers when the fees will be paid in such proportions as the Valuers shall direct; or
- (b) the Vendor revokes the Transfer Notice pursuant to Article 7.5 or none of the Sale Shares are purchased pursuant to this Article 7 when, in either such case, the Vendor shall be liable to pay all such fees and expenses.

## 8 COMPULSORY TRANSFER

8.1 In this Article 8, a "Transfer Event" occurs, in relation to any Member:

- (a) if that Member being an individual:
  - (i) has a bankruptcy order made against him or is declared bankrupt; or
  - (ii) except where Article 8.1(d) applies and subject to Article 8.10, dies; or
  - (iii) except where Article 8.1(d) applies, suffers from any mental disorder to the extent that such Member loses mental capacity or becomes subject to any court order as regards their mental health ("Loss of Mental Capacity"; or
  - (iv) having acquired Equity Shares as a Family Member of a previous Member pursuant to a permitted transfer, ceases to be such a Family Member of such person (including as a result of divorce),

and within the following 6 months of the Company becoming aware of the same, the Board resolves (which it will if so directed by the Investor Directors) that such event is a Transfer Event in relation to that Member for the purposes of this Article 8; or
- (b) if that Member makes or offers or purports to make any arrangement or composition with his creditors generally and, within the following 6 months of the Board becoming aware of the same, the Board resolves (which it will if so directed by the Investor Directors) that such event is a Transfer Event in relation to that Member for the purposes of this Article 8; or
- (c) if that Member being a body corporate:
  - (i) has a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets;
  - (ii) has an administrator appointed in relation to it;
  - (iii) enters into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction);
  - (iv) has any equivalent action in respect of it taken in any jurisdiction; or
  - (v) fails to serve a Transfer Notice within 10 business days of being so required pursuant to Article 6.3(b); or
- (d) subject to Article 8.8, if a Member who is at any time a director (not including the Investor Directors) or employee of a member of the Group:
  - (i) ceases to hold such office or employment; and

- (ii) does not remain or thereupon immediately become a director or employee of another member of the Group;

and, within the following 6 months the Board resolves (which it will if so directed by the Investor Directors) that such event is a Transfer Event in relation to that Member for the purposes of this Article 8;

- (e) if a Member or any Family Member or the trustees of any Family Trust of a Member shall attempt to deal with or dispose of any Equity Share or any interest in it otherwise than in accordance with these Articles and the Board resolves (which it will if so directed by the Investor Directors) within the period of 6 months of its becoming aware of the same that such circumstance is a Transfer Event in relation to such person (when such person will also, save to the extent the Board, including the Investor Directors, resolves otherwise, be treated as a Bad Leaver as if the provisions of Articles 8.5 and 8.6 applied to them in such circumstances);
  - (f) fails to issue a Transfer Notice within 14 days of being so required pursuant to Articles 5.3 or 5.4; or
  - (g) whenever a deemed transfer notice is otherwise required of any Member in accordance with Article 6.
- 8.2 Upon the occurrence of a Transfer Event, the Member in respect of whom it is a Transfer Event (the "Relevant Member") and (where appropriate) any other Member who has previously acquired Equity Shares from him under a permitted transfer (directly or by means of a series of two or more permitted transfers) shall be deemed, subject to Article 8.8, to have immediately given a Transfer Notice in respect of all the Equity Shares then held by such Member(s) (a "Deemed Transfer Notice").
- 8.3 A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Equity Shares except for Equity Shares which have by then been validly transferred pursuant to that previous Transfer Notice.
- 8.4 Notwithstanding any other provision of these Articles, if the Board so resolves (which it will if so requested by the Investor Directors) in relation to any Equity Shares, any Member holding Equity Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Equity Shares on and from the date of the relevant Deemed Transfer Notice until the entry in the register of members of the Company of another person as the holder of those Equity Shares.
- 8.5 The Equity Shares the subject of a Deemed Transfer Notice shall, subject to Article 8.8, be offered for sale in accordance with Article 7 (Voluntary Transfers) as if they were Sale Shares in respect of which a Transfer Notice had been given and treating as the Vendor the person who is deemed to have given the Deemed Transfer Notice save that:
- (a) subject to Article 8.6, the Sale Price shall be a price per Sale Share agreed between the Vendor and the Board (including the Investor Directors) or, in default of agreement within 10 business days after the making of the notification or resolution under Article 8.1 that the same is a Transfer Event, the Market Value; and
  - (b) the Company shall, with prior Investor consent, have the right (but not the obligation) to buy back any Sale Shares for which Purchasers are not found at the Sale Price or to direct that some other person nominated by the Board (including the Investor Directors) be entitled to acquire such Sale Shares for which no Purchaser has been found at the Sale Price.
- 8.6 The Sale Price for any Sale Shares which are the subject of a Deemed Transfer Notice given as a consequence of a Transfer Event falling within Article 8.1(d) shall:

- (a) if the Relevant Member is a Good Leaver (as defined in Article 8.7), be their Market Value; and
- (b) if the Relevant Member is a Bad Leaver (as defined in Article 8.7), be the lower of their Issue Price and their Market Value.

8.7 In Articles 8.6 only:

- (a) "Good Leaver" means a Relevant Member who ceases to be a director or employee and the cessation occurs as a result of his death, illness (including mental illness), permanent disability, permanent incapacity through ill-health, redundancy, retirement on reaching normal retirement age, or otherwise where the Board (including the Investor Directors) so determines in its absolute discretion (for example in the event of ill-health or permanent incapacity of a Family Member of the Relevant Member who is compelled to leave to become a full time carer for such person) or where a Relevant Member ceases to be employed by any Group Company as a result of a Group Company ceasing to be a Group Company; and
- (b) "Bad Leaver" means, save to the extent the Board (including the Investor Directors) determines otherwise, any Relevant Member who ceases to be a director or employee as a result of any reason other than those set out in Article 8.7(a) above.

8.8 The provisions of Article 8.1(d) shall not apply to the Founders.

8.9 A Member who is deemed to have served the Transfer Notice under this Article 8 shall be excluded from any offer under Article 3.2 or Article 7.6.

8.10 For the purposes of Article 8.1(a)(ii), no notice shall be served by the Board in the event of the death of any Member if, within 6 months of the Directors becoming aware of the relevant Member's death (or such longer period not exceeding 12 months of the date of death) the personal representatives of the deceased Member either transfer or are able to demonstrate to the Directors satisfaction that they are going to transfer the relevant Equity Shares to some Family Member of the Deceased Member to whom such deceased Member would have been able to transfer the same at the time of their death by way of a permitted transfer.

8.11 For the purposes of Article 8.1(a)(iii), no notice shall be served by the Board in the event of the Loss of Mental Capacity of any Member if, within 6 months of the Directors becoming aware of the relevant Member's Loss of Mental Capacity (or such longer period not exceeding 12 months of the date of Loss of Mental Capacity) evidence is produced to the Directors to their reasonable satisfaction of a lasting power of attorney in the name of a Family Member to whom such Member would have been able to transfer their Equity Shares by way of a permitted transfer.

#### Departing Founder

8.12 Unless and to the extent that the Board and the Investor Majority determine that this Article 8.12 shall not apply, if at any time during the Relevant Period a Founder becomes a Intermediate Leaver (such person being a "Leaver"), the Leaver's Percentage of such Founder Shares shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each such Founder Share held) with effect from the Effective Termination Date (or, if later, any other date on which the Board with the consent of the Investor Directors determines that this Article 8.12 shall apply) and, in the event of any fraction, the number of Founder Shares so converted shall be rounded down to the nearest whole share.

8.13 Upon such conversion into Deferred Shares:

- 8.13.1 the Company shall record in the register of members of the Company each holder of Founder Shares so converted as the holder of the appropriate number of Deferred Shares; and
- 8.13.2 the Leaver (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 any lost certificate in a form acceptable to the Board) for the Founder Shares so converted; and
- 8.13.3 subject to such delivery, any new share certificate(s) for the number of Deferred Shares resulting from the relevant conversion(s) shall be retained by the Company in accordance with Article 2.10.4.
- 8.14 If any Leaver fails to so deliver to the Company any such share certificate (or such an indemnity for any lost certificate), the chairperson of the Company or, failing them, one of the Directors, or some other person nominated by a resolution of the Board, may as agent for and on behalf of, and in the name of, such Shareholder execute and deliver to the Company such an indemnity for any lost or absent certificate in a form acceptable to the Board.
- 8.15 Unless and to the extent that the Board and the Investor Majority determine that this Article 8.15 shall not apply, if at any time Federico Pereira becomes a Bad Leaver (such person being a "Leaver"), all of the Equity Shares held by Federico Pereira, other than those held for the purposes of satisfying the Founder Share Options) together with all the Equity Shares held by each Permitted Transferee receiving shares pursuant to a Permitted Transfer from Federico Pereira (other than those Equity Shares held by those persons that an Investor Majority declares itself satisfied were not acquired directly or indirectly from Federico Pereira or by reason of that person's relationship with Federico Pereira) shall automatically convert into Deferred Shares and the provisions of articles 8.13 and 8.14 shall apply in respect of such conversion.

#### Suspension of voting rights

- 8.16 All voting rights attached to Founder Shares held by a Leaver (and Founder Shares held by any Permitted Transferee of that Leaver) (a "Restricted Member") shall be suspended, unless the Board (acting with the consent of the Investor Directors) notify them or any of them otherwise, as from the Effective Termination Date.

#### Founder Shares held by multiple persons

- 8.17 Where Founder Shares are held by more than one person, the allocation of the number of Founder Shares to be categorised as Unvested Shares as amongst such persons shall be determined by the Board to be, as near as practicable, pro-rata as between such persons (or such other allocation as the Company and such persons may agree in writing).

### 9 PULL ALONG

- 9.1 If Shareholders between them holding not less than 60% of the then issued Equity Shares, together being the "Selling Shareholders", wish to transfer all their Equity Shares (the "Relevant Shares") pursuant to a bona fide third party offer for sale of the Company, the Selling Shareholders shall have the option (the "Pull Option") to require all the other holders of Shares to transfer all their Shares with full title guarantee to the same Third Party Purchaser (or as he shall direct) in accordance with this Article 9 provided that no exercise of the rights provided under this Article 9.1 may be exercised without the prior written consent of Venrex, AP and Redrice.
- 9.2 Subject as provided in Article 9.1, the Selling Shareholders may exercise the Pull Option by giving notice to that effect (a "Pull Notice") to all other Members (the "Pulled Shareholders") at any time before the registration of the transfer of the Relevant Shares. A Pull Notice shall specify that the Pulled Shareholders are required to transfer all their shares

(the "Pulled Shares") pursuant to Article 9.1 to the Third Party Purchaser, the price at which the Pulled Shares are to be transferred (determined in accordance with Article 9.4), the proposed date of transfer and the identity of the Third Party Purchaser.

- 9.3 A Pull Notice is irrevocable but the Pull Notice and all obligations thereunder will lapse if for any reason the Relevant Shares are not transferred by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of the Pull Notice.
- 9.4 The Pulled Shareholders shall be obliged to sell the Pulled Shares at the price specified in the Pull Notice which shall, in the case of any Deferred Shares, be a total of one penny in aggregate for all such Deferred Shares (which amount shall be apportioned between the holders of Deferred Shares pro rata as to the number of Deferred Shares held and may be paid to any one holder of Deferred Shares on behalf of all holders of Deferred Shares) without obtaining the sanction of the holder(s) and, in the case of Equity Shares equal the price per share at which the Selling Shareholders are selling the Relevant Shares, provided that the proceeds payable to Shareholders from the sale of shares pursuant to this article 9 shall be paid to Shareholders in accordance with article 2.5.
- 9.5 Completion of the sale of the Pulled Shares shall take place on the same date as the date proposed for completion of the sale of the Relevant Shares unless:
- (a) all of the Pulled Shareholders and the Selling Shareholders agree otherwise; or
  - (b) that date is less than 14 days after the date of the Pull Notice, when it shall be deferred until the fourteenth day after the date of the Pull Notice,
- provided that in all circumstances, the sale of the Pulled Shares will be subject to the due completion of the sale of the Relevant Shares on the terms contemplated by this Article 9.
- 9.6 Each of the Pulled Shareholders shall on service of the Pull Notice be deemed to have irrevocably appointed each of the Selling Shareholders severally to be his agent with full power in the name of (and on behalf of) the Pulled Shareholder to execute any stock transfer form and any other documents and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Pulled Shares pursuant to this Article 9.
- 9.7 Upon any person, following the issue of a Pull Notice, becoming a Shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, shares ("New Shareholder"), a Pull Notice shall be deemed to have been served upon the New Shareholder, on the same terms as the previous Pull Notice, who shall then be bound to sell and transfer all such shares acquired by him to the Third Party Purchaser (or as the Third Party Purchaser may direct) and the provisions of this Article 9 shall apply mutatis mutandis to the New Shareholder, save that completion of the sale of such shares shall take place forthwith upon the later of the Pull Notice being deemed served on the New Shareholder and the date of completion of the sale of the Pulled Shares. References in this Article 9.7 to a person becoming a Shareholder (or increasing an existing shareholding) shall include the Company, in respect of the acquisition of any of its own shares.
- 9.8 The provisions of this Article 9 shall prevail over any contrary provisions of these Articles including rights of pre-emption and other restrictions contained in these Articles which shall not apply on any sale and transfer of Shares to the Third Party Purchaser named in a Pull Notice. Any Transfer Notice or Deemed Transfer Notice served in respect of any Share shall automatically be revoked by the service of a Pull Notice.
- 9.9 Transfers of Pulled Shares under this Article 9 will be deemed to be with full title guarantee free from encumbrances but will not be subject to any other warranties or indemnities on the part of the Pulled Shareholders.

## 10 TAG ALONG

- 10.1 In the event of any sale in part of the shareholding by any Shareholder (other than in any such case pursuant to a permitted transfer) (in any such case, the "Vendor Shareholder"), the Venrex Investors, AP and Redrice shall each have the option to require the intended buyer of such Equity Shares to acquire the same proportion of their own Equity Shares as he is acquiring of the Vendor Shareholder's holding of Equity Shares at the same time and at the same price and no transfer of the Vendor Shareholder's Shares shall be completed unless and until the Buyer satisfies his obligations hereunder to the other Shareholders who wish to exercise their rights under this Article 10.1.
- 10.2 Subject to Article 9 (Pull Along) but notwithstanding any other provision in these Articles (other than Article 6 and Article 8), no sale or transfer or other disposition of any interest in Equity Shares (the "Specified Shares") shall have any effect if it would result in a Change of Control unless, before the relevant transfer(s) is/are lodged for registration, the envisaged Third Party Purchaser has made a bona fide offer in accordance with this Article 10 to purchase at the Specified Price (as defined in Article 10.4), all of the Equity Shares held by all other Members holding any Equity Shares not acting in concert or otherwise connected with the Third Party Purchaser (the "Uncommitted Shares"). For the avoidance of doubt, the proceeds payable to Shareholders from the sale of shares pursuant to this article 10.2 shall be paid to Shareholders in accordance with article 2.5.
- 10.3 An offer made under Article 10.2 ("Tag Offer") shall be in writing, open for acceptance for at least 21 days and shall be deemed to be rejected by any Member who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 30 days of the date of the offer.
- 10.4 For the purposes of this Article 10:
- (a) the expression "transfer", "transferor" and "transferee" include respectively the renunciation of a renounceable letter of allotment and any renouncer and renounee of such letter of allotment; and
  - (b) the expression "Specified Price" means, in the case of any Deferred Shares, be a total of one penny in aggregate for all such Deferred Shares (which amount shall be apportioned between the holders of Deferred Shares pro rata as to the number of Deferred Shares held and may be paid to any one holder of Deferred Shares on behalf of all holders of Deferred Shares) without obtaining the sanction of the holder(s) and, in case of any Equity Shares the price per Equity Share at least equal to the highest price paid or payable by the Third Party Purchaser or persons acting in concert with him or connected with him for any Equity Shares of the same class within the previous twelve months (including the Specified Shares) plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares 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 Specified Shares provided always that an equal value shall be attributed to all Equity Shares including the Specified Shares; and
  - (c) if any part of the Specified Price is payable otherwise than in cash, any Member holding Uncommitted Shares, may require, as a condition of his acceptance of the Tag Offer, to receive on transfer all or any of the price offered for his Uncommitted Shares in cash.
- 10.5 Transfers of Equity Shares under this Article 10 will be deemed to be with full title guarantee free from encumbrances but will not be subject to any other warranties or indemnities on the part of Shareholders who transfer Shares hereunder.

## 11 GENERAL MEETINGS

- 11.1 Subject to Article 11.2 below, the quorum for the transaction of business at any general meeting of the Company shall be a minimum of three Members present in person or by proxy including at least one Investor.
- 11.2 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week, at the same time and place (or to such other day and at such other time and place as all the Shareholders may agree in writing). If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting, the shareholder(s) present shall form a quorum.
- 11.3 The Ordinary Shares and Preferred Shares shall each confer on each holder of such Equity Shares the right to receive notice of and to attend, speak and vote at all general meetings and to receive and vote on each written resolution of the company and each Equity Share, as issued from time to time, shall carry such number of votes as is set out in article 1.4.
- 11.4 The Deferred Shares shall carry no right to receive notice of attend or vote at a general meeting of the company or on a written resolution of the shareholders.

## 12 NUMBER OF DIRECTORS

The number of directors shall not be subject to any maximum.

## 13 RIGHT TO APPOINT DIRECTORS AND OBSERVER

- 13.1 Venrex (acting by VIM) may, for so long as Venrex together with its Permitted Transferees holds 3% of the Equity Shares, at any time appoint and maintain a director on the Board (the "VIM Director" which expression shall, where the context so permits, include a duly appointed alternate of any such director) and at any time to remove any VIM Director from office.
- 13.2 Redrice may, for so long as Redrice together with its Permitted Transferees holds 3% of the Equity Shares, at any time appoint and maintain a director on the Board (the "Redrice Director" which expression shall, where the context so permits, include a duly appointed alternate of any such director) and at any time to remove any Redrice Director from office.
- 13.3 Any appointment or removal of an Investor Director shall be in writing served on the Company by the relevant appointor and shall take effect at the time it is served on the Company or (if later) the date expressly stated therein, whichever is earlier.
- 13.4 Notice of meetings of the Board shall be served on any Investor Director whilst absent from the United Kingdom.
- 13.5 Upon written request by Venrex and/or Redrice (as applicable) the Company shall procure that any Investor Director appointed by them is forthwith appointed as a director of any other member of the Group indicated in such request.
- 13.6 For so long as they remain as Shareholders in the Company and have not ceased to be employed by the Company (or any other member of the Group) in circumstances where they are a Bad Leaver), each Founder shall be entitled personally to act as a Director of the Company. For the purposes of this Article 13.5, "Bad Leaver" means a Founder who is (or could be) lawfully summarily dismissed from their employment by reason of dishonesty or gross misconduct or they voluntarily resign their employment with the Company in the first four years following the Adoption Date without the prior consent of Venrex and Redrice.

## 14 ALTERNATE DIRECTORS



14.1 Any director may appoint another person approved by the Board (such approval not to be unreasonably withheld or delayed) to act as his alternate except that no alternate appointed by an Investor Director shall be subject to the prior approval of the Board.

14.2 A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

14.3 If an alternate director is himself a director or attends any meeting as an alternate director for more than one director, his voting rights shall be cumulative but he shall only be counted once in deciding whether a quorum is present.

## 15 PROCEEDINGS OF DIRECTORS

15.1 The quorum for the transaction of business of the Board shall, for so long as there is more than a sole director in office (when the quorum shall be one) be two directors, one of whom shall be an Investor Director unless:

- (a) the Investor Directors have previously agreed otherwise in writing; or
- (b) there is no Investor Director in office at that time,

provided that in the event that such a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same time and place 2 business days later at which meeting the directors present shall constitute a quorum.

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

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

15.3 Any director may validly participate in a meeting of the Board by conference telephone or other form of communication equipment if all persons participating in the meeting are able to

hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chairman of the meeting is.

- 15.4 Except with the prior written consent of the Investor Directors:
- (a) the Board shall not delegate any of its powers to a committee;
  - (b) physical meetings of the Board shall not be held outside the United Kingdom.
- 15.5 The Chairman of the Board shall not have a second or casting vote at a meeting of the Board. The Founders, for so long as at least two of them are Directors and at least two of them remains in full time employment with the Company, shall, on any resolution of the Board have between them one more vote on any matter to be determined by the Board to all of the other Directors then appointed.
- 15.6 Subject to Article 15.8, the Board may authorise any matter which would, if not so authorised, result in a director infringing his duty under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company.
- 15.7 Any authorisation of a matter under this Article shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised. A reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.
- 15.8 Any authorisation given pursuant to Article 15.5 will only be effective if the director in question provides the Board with details of the matter in respect of which authorisation is being sought (including the nature and extent of his interest in such matter) (but not so that he is obliged to breach any duty of confidence he owes to any other person) or in such other manner as the Board may from time to time direct.
- 15.9 In relation to any matter authorised by the Board in accordance with the provisions of Article 15.5 the Board may (for so long as it reasonably believes such conflict of interest (or possible conflict of interest) subsists):
- (a) require that director to absent himself from any meeting of the Board at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise;
  - (b) require the relevant director to abstain from voting at any meeting of the Board on any resolution relating to any matter that gives rise to the conflict of interest or possible conflict of interest; and
  - (c) make arrangements whereby he will not be given any documents or information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company.
- 15.10 Subject to his declaring the nature and extent of the interest in accordance with Section 184 or 185 of the Act (save in the case of an interest falling within paragraph (a) below which shall not require to be so declared), a director may have an interest of the following kind:
- (a) where his interest cannot reasonably be regarded as likely to give rise to a conflict of interest;

- (b) any interest arising as a result or consequence of the director's appointment by Venrex or by Redrice (as appropriate) as an Investor Director;
- (c) where the director (or a person connected with him) is a director or other officer of or employed by or otherwise interested (including by the holding of shares) in any Relevant Company;
- (d) where the director (or person connected with him) is a party to, or otherwise interested in any contract, transaction or arrangement with a Relevant Company or in which the Company is otherwise interested;
- (e) where the Director (or any person connected with him) acts (or any firm of which is a partner, employee or member acts) in a professional capacity for a Relevant Company whether or not he is remunerated for such actions.

15.11 For the purposes of Article 15.9:

- (a) a "Relevant Company" shall mean;
  - (i) the Company;
  - (ii) any other Group company;
  - (iii) any body corporate promoted by the Company; or
  - (iv) any body corporate in which the Company is otherwise interested; and
- (b) a person is connected with a director if he is connected to him in terms of Section 252 of the Act.

15.12 A director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or any person connected with him) derives from any contract, transaction or arrangement or from any office, employment or position which has been approved by the Board pursuant to Article 15.5.

## 16 NOTICES AND COMMUNICATIONS

16.1 The Company may send, supply or give any document, information or notice to a member by hard copy, electronic form or by making that document or information available on a website and giving notice of the availability of that document or information to the relevant member (provided that member has individually agreed (or is deemed to have agreed) to the Company sending or supplying documents or information generally or those documents or information in question to him by means of a website), in each case subject to the provisions of sections 1143 to 1148 and Schedule 5 of the Act.

16.2 A notice given by means of a website shall be deemed to have been sent, supplied or given when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

16.3 Any document, information or notice which is required to be sent or given to the Company shall be sent by hard copy or electronic form in each case, subject to the provisions of sections 1143 to 1148, Schedule 4 and Schedule 5 of the Act.

16.4 Proof that an envelope containing a document, notice or information was properly addressed, prepaid and posted shall be conclusive evidence that the document, notice or information was sent, supplied or given by post. A comprehensive transaction report or log generated by fax machine, suitably certified by or on behalf of the company, shall be conclusive evidence that a document, notice or information was sent, supplied or given by fax. A copy of a record of the total number of recipients sent to or each recipient to whom

an e-mail message was sent together with any notices of failed transmissions and copies of records of subsequent re-sending, suitably certified by or on behalf of the company, shall be conclusive evidence that the document, notice or information was sent, supplied or given by e-mail.

17 INDEMNITY

17.1 A director may be indemnified out of the Company's assets against any liability (other than a liability to the Company or an associated company) which that director incurs in connection with:

- (a) civil proceedings relating to the Company or an associated company (other than a liability incurred in defending proceedings brought by the Company or an associated company in which final judgment is given against the directors);
- (b) criminal proceedings relating to the Company or an associated company (other than a fine imposed in such proceedings, or a liability incurred in defending proceedings in which the relevant director is convicted and the conviction is final);
- (c) regulatory action taken by or a regulatory investigation by a regulatory authority in relation to the company or an associated company (unless a sum is payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising));
- (d) any application for relief under section 1157 of the Act (general power of court to grant relief in case of honest and reasonable conduct);

unless the court refuses to grant the director relief, and the refusal of relief is final.

18 SHARE CERTIFICATES ETC.

The Company may execute any share certificate, warrant or other document creating or evidencing any security allotted by the Company or any right or option to subscribe granted by the Company under the hand of two directors or any one director and the Company Secretary.