

(Adopted by a special resolution passed on 22 October 2023)

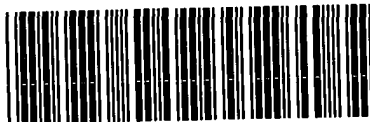
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Signed for the purpose of identification as the articles of association specified in the written resolution

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
AMENDED AND RESTATED
ARTICLES OF ASSOCIATION
of
BUILD A ROCKET BOY LTD.

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1. INTRODUCTION

- 1.1 The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the Date of Adoption of these articles (the "**Model Articles**") shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.2 In these Articles and the Model Articles any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.
- 1.3 In these Articles:
- (a) article headings are used for convenience only and shall not affect the construction or interpretation of these Articles;
 - (b) words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa;
 - (c) Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 17(2), 17(3), 19, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company;
 - (d) reference to "**issued Shares**" of any class shall exclude any Shares of that class held as Treasury Shares from time to time, unless stated otherwise; and
 - (e) reference to the "**holders**" of Shares or a class of Share shall exclude the Company holding Treasury Shares from time to time, unless stated otherwise.
- 1.4 Where there is reference to Series A Shares, Series B Shares, Series C Shares or Series D Shares under these Articles, this reference shall be treated, where appropriate in the context, 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:

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

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

"Actions" shall have the meaning given in Article 6.4;

"Affiliate" means, with respect to any person, any other person who, directly or indirectly, controls, is controlled by, or is under common control with such person, including, without limitation, any general partner, managing member, officer or director of such person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management or advisory company with, such person;

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

"Applicant" has the meaning given in Article 15.8;

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

"Articles" means these amended and restated Articles of Association of the Company constituted by the following articles for the time being in force (inclusive of any duly authorised alterations or amendments);

"Asset Sale" means the disposal by the Company of all or substantially all of its 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, which for the avoidance of doubt shall not include an arm's length publishing deal with a third party);

"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 and (whether or not an associate as so determined);
- (b) any Member of the same Group;
- (c) any Member of the same Fund Group;

"Auditors" means the auditors of the Company from time to time;

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

"Bad Leaver" means (i) a Good Leaver who is subsequently found to have breached any restrictive covenants or obligations of confidentiality contained in such person's employment contract, service or consultancy agreement or any other letter of engagement or agreement between such person and the applicable Member of the same Group Company, or (ii) a person who ceases to be an Employee, Director or officer of the Company or any Member of the same Group of the Company as a consequence of:

- (a) such person's resignation, except in circumstances which constitute a constructive dismissal or is otherwise a dismissal that is breach of contract or unlawful in accordance with applicable law, save in the case that such dismissal is unlawful solely as a result of a procedural defect; or
- (b) that person's dismissal as an Employee for cause, where **"cause"** shall mean:

- (i) the lawful termination of that person's contract of employment or consultancy without notice or payment in lieu of notice as a consequence of that person's misconduct or as otherwise permitted pursuant to the terms of that person's contract of employment, or consultancy or other terms of appointment; and/or
- (ii) that person's dismissal is for incapability or misconduct in accordance with the requirements of section 98(2) (a) (capability) or 98(2) (b) (conduct) of the Employment Rights Act 1996, or similar applicable employment laws;
- (iii) the person's conviction for an offence that is or would be an indictable offence or other serious violation of applicable criminal law (including without limitation the laws of England, Wales, Scotland or the United States of America (or any part of the same)) that is materially injurious to the Company, its subsidiaries or their business from time to time (for any reason including without limitation as a result of adverse publicity), including without limitation an intentional act of fraud, embezzlement, theft or serious violence; or
- (iv) the person's breach of his restrictive covenants or obligation of confidentiality contained in this agreement or the person's contract of employment or consultancy;

"Board" or **"Board of Directors"** 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 from time to time;

"Business Day" means a day on which the English, Scottish, New York, Singapore, Hong Kong and Chinese clearing banks are ordinarily open for the transaction of normal banking business in the City of London, Edinburgh, New York, Singapore, the region of Hong Kong and the People's Republic of China, respectively (other than a Saturday or Sunday);

"Called Securities Holder" has the meaning given in Article 21.5;

"Called Shareholder" has the meaning given in Article 20.1;

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

"Company" means Build a Rocket Boy Ltd., a company incorporated under the Act, registered in Scotland under number SC537252 and having its registered office at 29 Constitution Street, Edinburgh, Scotland, EH6 7BS;

"Company's Lien" has the meaning given in Article 37.1;

"Company Sale" means a Corporate Event that is not an Asset Sale;

"Conditions" has the meaning given in Article 9.1;

"Continuing Shareholders" has the meaning given in Article 15.7;

"Controlling Interest" means an interest in any shares (within the meaning of sections 820 to 825 inclusive of the Act) in the capital of the Company conferring in aggregate more than fifty per cent (50%) of the total voting rights conferred by all the shares in the capital of the Company from time to time in issue and conferring the right to vote at all general meetings of the Company;

"Conversion Date" has the meanings given in Article 9.1, Article 9.2(a), 9.2(b), 9.2(c), 9.2(d) and Article 9.4 (as applicable);

"Conversion Ratio" has the meaning given in Article 9.5;

"Corporate Event" means a consolidation, merger, acquisition, sale or exclusive license (other than a license in the ordinary course of business, which for the avoidance of doubt shall exclude an arm's length publishing deal entered into with a third party) of all or substantially all of the assets of the Company or a majority of the outstanding shares of the Company in respect of which the shareholders of the Company immediately prior to such event do not own a majority of the outstanding shares of the surviving corporation, but which shall not include a deSPAC;

"CTA 2010" means the Corporation Tax Act 2010;

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

"Deed of Adherence" means a deed of adherence under the Shareholders' Agreement;

"deSPAC" means any business combination with a special purpose acquisition company that results in the Company becoming a publicly listed company (or a wholly-owned subsidiary of a publicly listed company);

"Director(s)" means a director or directors of the Company from time to time duly appointed in accordance with these Articles;

"Distribution Preference" has the meaning given to it in Article 21.6(b);

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

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

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

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

"Employee Benefit Trust" means any employee benefit trust established or to be established for the benefit of employees of the Company or any Subsidiary Undertaking or Parent Undertaking;

"Employee Shareholder" means any employee, Director, officer or consultant of the Company (expressly excluding the Founder) who holds Employee Shares;

"Employee Shares" in relation to an Employee means all Shares held by:

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

"Encumbrance" means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including without limitation any retention of title claim),

conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);

"Equity Securities" has the meaning given in sections 560(1) to (3) inclusive of the Act, including the Series A Shares, Series B Shares, Series C Shares and Series D Shares, and for the avoidance of doubt an allotment of Equity Securities includes a transfer of shares which immediately before such transfer were held by the Company as Treasury Shares;

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

"Exit" means a Corporate Event or an IPO;

"Expert Valuer" is as determined in accordance with Article 16.1;

"Fair Value" is as determined in accordance with Article 16;

"Family Trust" 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 Institution" means any financial investor authorised by or registered with the Financial Services Authority or the Financial Conduct Authority or the Prudential Regulation Authority (as the case may be) (or a financial investor registered with the equivalent body or authority in the country of the relevant financial investor's principal place of business);

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

"Founder" means Leslie Peter Benzies, 32 York Road, Edinburgh, EH5 3EQ;

"Fractional Holders" has the meaning given in Article 9.8;

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

"Galaxy" means Galaxy EOS VC Fund LP, whose registered office is at 107 Grand Street, New York, NY 10013, United States;

"Good Leaver" means an Employee, Director or officer of the Company or of any Member of the same Group of the Company who ceases to be an Employee, Director or officer of the Company or of any Member of the same Group of the Company and who is not a Bad Leaver including, without limitation, when the Board determines that such person is not a Bad Leaver;

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

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

"holder" in relation to Shares means the member whose name is entered in the Register of Members of the Company as the holder of the Shares;

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

"Holding Company Reorganisation" means any transaction involving the issue of shares in the capital of a 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 membership, pro rata shareholdings and classes of shares comprised in the New Holding Company is substantially the same as that of the Company (excluding Treasury Shares) 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);

"Initial Payment" has the meaning set out in Article 5;

"Institutional Investor" means a fund, partnership, body corporate, trust or other person or entity whose principal business is to make investments or a person whose business is to make, manage or advise upon investments for any of the foregoing, excluding a person who the Board determines is a shareholder in or controller of a material competitor of the Company;

"Investor Director" means the Series A Director, Series B Directors and Series D Director;

"Investor Director Consent" means the prior written approval, or the affirmative vote at a Board meeting as documented in the minutes of that Board meeting, of each of the Investor Directors nominated by each Investor holding 7.5% or more of the issued share capital of the Company at the relevant time;

"Investor Director Unanimous Approval" means the prior written approval, or the affirmative vote at a Board meeting as documented in the minutes of that Board meeting, of each and all of the Investor Directors;

"Investor Majority" means the holders of more than 50 per cent of the Series A Shares, Series B Shares, Series C Shares and Series D Shares voting together as if they were a single class on an as converted basis;

"Investors" means the Series A Investors, the Series B Investors, the Series C Investors the Series D Investors and each of their Permitted Transferees;

"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 the NASDAQ, New York Stock Exchange, Official List of the United Kingdom Listing Authority or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000), which shall include a deSPAC;

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

"Lien Enforcement Notice" has the meaning given in Article 37.3;

"Liquidation Event" has the meaning given in Article 5.1;

"Makers" means Makers United Limited, (company number 336064 incorporated under the laws of the Cayman Islands) whose registered office is at c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, Cayman Islands KY1-1104;

"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 (or co-managed or co-advised) by that Fund Manager or any of its Affiliates, or any Subsidiary undertaking of such Investment Fund;
- (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 from time to time a Parent Undertaking or a Subsidiary Undertaking of that company or a Subsidiary Undertaking of any such Parent Undertaking;

"NetEase" means NetEase Interactive Entertainment Pte. Ltd. (a company organized under the laws of Singapore), whose registered office is at 128 Beach Road, #19-01, Guoco Midtown Office Singapore (189773);

"NetEase ROFO" has the meaning given in article 14.14(b);

"NetEase ROFO Period" has the meaning given in article 14.14(b);

"New Holding Company" means a holding company of the Company newly incorporated in any jurisdiction 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 by the Company after the Date of Adoption (other than shares or securities issued as a result of the events set out in Article 12.6) excluding for the avoidance of

doubt any Treasury Shares transferred by the Company after the Date of Adoption and any such shares issued pursuant to the Share Options Plan;

"**Offer**" has the meaning set out in Article 19.2;

"**Offer Period**" has the meaning set out in Article 15.7 and Article 19.3 (as applicable);

"**Option Agreement**" has the meaning given to it in the Shareholders' Agreement;

"**Ordinary A Shares**" means the ordinary A shares of £0.0000001 each in the capital of the Company from time to time which have the rights set out in Article 7.5;

"**Ordinary B Shares**" means the ordinary B shares of £0.0000001 each in the capital of the Company from time to time which have the rights set out on Article 7.6;

"**Ordinary Shares**" means the Ordinary A Shares and Ordinary B Shares;

"**Ordinary Board Meeting**" has the meaning given to it in Article 31.1;

"**Original Shareholder**" has the meaning set out in Article 14.1;

"**Permitted Transfer**" means a transfer of Shares in accordance with Article 14;

"**Permitted Transferee**" means:

- (a) in relation to a Shareholder who is an individual, any of his Privileged Relations, Trustees or Qualifying Companies;
- (b) in relation to a Shareholder 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;
- (d) in relation to an Employee Benefit Trust, any employee of the Company and a Member of the same Group of the Company (other than the Founder); or
- (e) in relation to an Investor:
 - (i) any Member of the same Group;
 - (ii) any Member of the same Fund Group; or
 - (iii) any nominee of that Investor,

provided that in all cases a Permitted Transferee shall not include a Prohibited Transferee or any person who is or was a Prohibited Transferee within the two years prior to such person acquiring the relevant securities;

"**Preference Amount**" means the Series A Preference Amount, the Series B Preference Amount, Series C Preference Amount and/or the Series D Preference Amount;

"**Preference Dividend**" has the meaning given in Article 4.10;

"Preferred Shareholder Consent" means the prior written consent of the Investor Majority, including the consent of NetEase;

"Priority Rights" means the rights of Shareholders to purchase Shares contained in a Transfer Notice in the priority stipulated in Article 15.6;

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

"Pro Rata Share" means in respect of a Shareholder a percentage equal to its percentage ownership in the Company immediately prior to an issuance of New Securities, measured on an as-converted basis, assuming the exercise of all outstanding options and warrants, based upon the number of Shares held by such Shareholder;

"Proceeds of Sale" means the consideration payable (including any deferred consideration) whether in cash or otherwise to those Shareholders selling Shares under a Company Sale less any fees, costs and expenses payable in respect of such Company Sale;

"Prohibited Transferee" means Take-Two Interactive Software, Inc., Rockstar Games, Inc., Rockstar North Ltd and Tencent Holdings Ltd, including any respective successor thereof and any person who is an Affiliate, executive, employee, board member or officer of the foregoing;

"Proposed Exit" has the meaning given in Article 6.4;

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

"Proposed Sale Date" has the meaning given in Article 19.3;

"Proposed Sale Notice" has the meaning given in Article 19.3;

"Proposed Sale Shares" has the meaning given in Article 19.3;

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

"Proposed Transfer" has the meaning given in Article 19.1;

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

"Qualifying Issue" has the meaning given in Article 10.1;

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

"Qualifying Public Offering" shall have the meaning given to it in the Shareholders' Agreement;

"Realisation Price" means the value of each Ordinary Share (excluding Treasury Shares) in issue immediately prior to an IPO, determined by reference to the price per share at which Ordinary Shares are to be offered for sale, placed or otherwise marketed pursuant to such IPO;

"Relevant Interest" has the meaning set out in Article 32.5;

"Relevant Security" means any security, option, warrant, agreement or instrument which confers any right to subscribe for any share(s) in the capital of the Company (and the term **"Relevant Securities"** shall be construed accordingly);

"ROFO Acceptance Period" has the meaning given to it in Article 14.14(b)(iii);

"Sale Agreement" has the meaning given to it in Article 21.2;

"Sale Shares" has the meaning set out in Article 15.2(a);

"Seller" has the meaning set out in Article 15.2;

"Selling Series D Shareholder" has the meaning given in article 14.14(b);

"Series A Director" means the director of the Company nominated by Makers under Article 29.1;

"Series A Investor Majority" means the holders of more than 50 per cent of Series A Shares from time to time;

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

"Series A Investors" means the holders of Series A Shares and their Permitted Transferees;

"Series A IRR" means the annualized percentage rate by which (i) the aggregate investment amounts of a holder of a Series A Share (expressed as negative number) and (ii) the aggregate cash receipts received by such holder (expressed as a positive number) are discounted (based on daily computations) from the date of the payment, expense, guarantee or receipt to the date of liquidation, dissolution, winding up of the Company or a return of capital (other than a conversion, redemption or purchase of shares), such that the net present value of the amounts referred to in (i) and (ii) above equals zero;

"Series A Preference Amount" means an amount equal to the greater of (i) for each Series A Share, the sum of (A) such amount as would provide the relevant Investor with a Series A IRR of 5 per cent (provided that such amount does not exceed 115 per cent of Series A Purchase Price), plus any money returned to Investors by way of a dividend, buyback, share repurchase or redemption; plus (B) declared and unpaid dividends, if any, or (ii) the amount that would be obtained by converting such Series A Shares to Ordinary Shares;

"Series A Purchase Price" means £6.62 per Series A Share;

"Series A Shareholders" means the holders of Series A Shares (but excludes the Company holding Treasury Shares);

"Series A Shares" means the series A shares of £0.0000001 each in the capital of the Company from time to time;

"Series A Starting Price" means £6.62 (if applicable, adjusted as referred to in Article 10.1);

"Series B Directors" means Series B Galaxy Director and the Series B NetEase Director;

"Series B Galaxy Director" means the director of the Company nominated by Galaxy under Article 29.3;

"Series B Investor Majority" means the holders of more than 50 per cent of Series B Shares from time to time;

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

"Series B Investors" means the holders of Series B Shares and their Permitted Transferees;

"Series B IRR" means the annualized percentage rate by which (i) the aggregate investment amounts of a holder of a Series B Share (expressed as negative number) and (ii) the aggregate cash receipts received by such holder (expressed as a positive number) are discounted (based on daily computations) from the date of the payment, expense, guarantee or receipt to the date of liquidation, dissolution, winding up of the Company or a return of capital (other than a conversion, redemption or purchase of shares), such that the net present value of the amounts referred to in (i) and (ii) above equals zero;

"Series B NetEase Director" means the director of the Company nominated by NetEase under Article 29.2;

"Series B Preference Amount" means an amount equal to the greater of (i) for each Series B Share, the sum of (A) such amount as would provide the relevant Investor with a Series B IRR of 5 per cent (provided that such amount does not exceed 115 per cent of Series B Purchase Price), plus any money returned to Investors by way of a dividend, buyback, share repurchase or redemption; plus (B) declared and unpaid dividends, if any, or (ii) the amount that would be obtained by converting such Series B Shares to Ordinary Shares;

"Series B Purchase Price" means £8.84 per Series B Share;

"Series B Shareholders" means the holders of Series B Shares (but excludes the Company holding Treasury Shares);

"Series B Shares" means the series B shares of £0.0000001 each in the capital of the Company from time to time;

"Series B Starting Price" means £8.84 (if applicable, adjusted as referred to in Article 10.1);

"Series C Investor Majority" means the holders of more than 50 per cent of Series C Shares from time to time;

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

"Series C Investors" means the holders of Series C Shares and their Permitted Transferees;

"Series C IRR" means the annualized percentage rate by which (i) the aggregate investment amounts of a holder of a Series C Share (expressed as negative number) and (ii) the aggregate cash receipts received by such holder (expressed as a positive number) are discounted (based on daily computations) from the date of the payment, expense, guarantee or receipt to the date of liquidation, dissolution, winding up of the Company or a return of capital (other than a conversion, redemption or purchase of shares), such that the net present value of the amounts referred to in (i) and (ii) above equals zero;

"Series C Preference Amount" means an amount equal to the greater of (i) for each Series C Share, the sum of (A) such amount as would provide the relevant Investor with a Series C IRR of 5 per cent (provided that such amount does not exceed 115 per cent of Series C Purchase Price),

plus any money returned to Investors by way of a dividend, buyback, share repurchase or redemption; plus (B) declared and unpaid dividends, if any, or (ii) the amount that would be obtained by converting such Series C Shares to Ordinary Shares;

"Series C Purchase Price" means £12.28 per Series C Share;

"Series C Shareholders" means the holders of Series C Shares (but excludes the Company holding Treasury Shares);

"Series C Shares" means the series C shares of £0.0000001 each in the capital of the Company from time to time;

"Series C Starting Price" means £12.28 (if applicable, adjusted as referred to in Article 10.1);

"Series D Director(s)" means (if applicable, and as specified in the relevant Deed of Adherence executed by the relevant Series D Shareholder(s)) the director of the Company nominated by the Series D Shareholders under article 29.4;

"Series D Investor Majority" means the holders of more than 50 per cent of Series D Shares from time to time;

"Series D Investor Majority Consent" means the prior written consent of the Series D Investor Majority, including the consent of NetEase;

"Series D Investors" means the holders of Series D Shares and their Permitted Transferees;

"Series D IRR" means the annualized percentage rate by which (i) the aggregate investment amounts of a holder of a Series D Share (expressed as negative number) and (ii) the aggregate cash receipts received by such holder (expressed as a positive number) are discounted (based on daily computations) from the date of the payment, expense, guarantee or receipt to the date of liquidation, dissolution, winding up of the Company or a return of capital (other than a conversion, redemption or purchase of shares), such that the net present value of the amounts referred to in (i) and (ii) above equals zero;

"Series D Preference Amount" means an amount equal to the greater of (i) for each Series D Share, the sum of (A) such amount as would provide the relevant Investor with a Series D IRR of 5 per cent (provided that such amount does not exceed 115 per cent of Series D Purchase Price), plus any money returned to Investors by way of a dividend, buyback, share repurchase or redemption; plus (B) declared and unpaid dividends, if any, or (ii) the amount that would be obtained by converting such Series D Shares to Ordinary Shares;

"Series D Purchase Price" means £13.79 per Series D Share;

"Series D Shareholders" means the holders of Series D Shares (but excludes the Company holding Treasury Shares);

"Series D Shares" means the series D shares of £0.0000001 each in the capital of the Company from time to time;

"Series D Starting Price" means £13.79 (if applicable, adjusted as referred to in Article 10.1);

"Share" means any Ordinary A Share, Ordinary B Share, Series A Share, Series B Share, Series C Share or Series D Share from time to time;

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

"Shareholders' Agreement" means the amended and restated shareholders' agreement dated on or around the Date of Adoption between the Company and the Investors;

"Share Options Plan" means the Company's share option plans in effect from time to time, including the enterprise management incentive plan, company share option plan and unapproved option plans on the Date of Adoption, together with any other share option plan or adaption thereof adopted by the Company supplemental to or replacing such plan from time to time, in each case which have been approved with Preferred Shareholder Consent;

"Special Board Meeting" has the meaning given to it in Article 31.1;

"Starting Price" means the Series A Starting Price in relation to a Series A Share, the Series B Starting Price in relation to a Series B Share, the Series C Starting Price in relation to a Series C Share and the Series D Starting Price in relation to a Series D Share;

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

"Transfer Notice" shall have the meaning given in Article 15.2;

"ROFO Notice" as the meaning given in article 14.14(b);

"ROFO Period" has the meaning given in article 14.14(b);

"ROFO Transfer Notice" has the meaning given in article 14.14(b);

"Transfer Price" shall have the meaning given in Article 15.2;

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

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

"Warrant Instrument" has the meaning given to it in the Shareholders' Agreement.

3. SHARE CAPITAL

- 3.1 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 of Adoption and ranking pari passu in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 3.2 Except as otherwise provided in these Articles, the Series A Shares, Series B Shares, Series C Shares, Series D Shares and the Ordinary Shares shall rank pari passu in all respects but shall constitute separate classes of shares.
- 3.3 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.
- 3.4 Subject to Preferred Shareholder Consent and the Act, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.

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- 3.5 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".
- 3.6 In article 25(2) of the Model Articles, the words "payment of a reasonable fee as the directors decide" in paragraph (c) shall be deleted and replaced by the words "payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine".
- 3.7 For the avoidance of doubt, the Company shall not exercise any right in respect of any Treasury Shares, including without limitation any right to:
- (a) receive notice of or to attend or vote at any general meeting of the Company;
 - (b) receive or vote on any proposed written resolution; and
 - (c) receive a dividend or other distribution save as otherwise permitted by section 726(4) of the Act.
4. **DIVIDENDS**
- 4.1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 4.
- 4.2 Save where Article 4.10 applies (which shall not apply in the event of an Exit), any Available Profits which the Company may determine, with Preferred Shareholder Consent and the consent of the Founder, to distribute in respect of any Financial Year will be distributed among the holders of the Shares (pari passu as if the Shares constituted one class of shares) pro rata to their respective holdings of Shares.
- 4.3 Subject to the Act and these Articles, the Board may, provided Preferred Shareholder Consent is given, pay interim dividends if justified by the Available Profits in respect of the relevant period.
- 4.4 Every dividend shall accrue on a daily basis assuming a 365 day year. All dividends shall be paid in cash.
- 4.5 On an IPO, if the Company has insufficient Available Profits for distribution to pay any Arrears, the Company shall, by way of special dividend and in lieu of the accrued dividends the Company is prohibited from paying, allot to each holder of Shares by way of capitalisation of reserves such number of Shares (disregarding any fraction of a share) as shall have an aggregate Realisation Price equal to the unpaid dividend.
- 4.6 If there are nil paid or partly paid share(s), any holder of such share(s) shall only be entitled, in case of any dividend, to be paid an amount equal to the amount of the dividend multiplied by the percentage of the amount that is paid up (if any) on such share(s) during any portion or portions of the period in respect of which a dividend is paid.
- 4.7 A capitalised sum which was appropriated from profits available for distribution (which are not required for the Preference Dividend) may be applied in or towards paying up any sums unpaid on existing Shares held by the persons entitled to such capitalised sum.
- 4.8 If:
- (a) a Share is subject to the Company's Lien; and
 - (b) the Directors are entitled to issue a Lien Enforcement Notice in respect of it, they may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other sum

payable in respect of the Share any sum of money which is payable to the Company by the holder of that Share to the extent that they are entitled to require payment under a Lien Enforcement Notice. Money so deducted shall be used to pay any of the sums payable in respect of that Share and/or used to discharge any other indebtedness owing from the holder of that Share to the Company (as the Board may decide). The Company shall notify the distribution recipient in writing of:

- (i) the fact and sum of any such deduction;
- (ii) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and
- (iii) how the money deducted has been applied.

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

- (a) the replacement of the words "either in writing or as the directors may otherwise decide" at the end of paragraphs (a), (b) and (c) of that article 31(1) with the words "in writing"; and
- (b) the replacement of the words "either in writing or by such other means as the directors decide" from the end of paragraph (d) of that article 31(1) with the words "in writing".

4.10 The Company may, without any need for a resolution of the Company but subject to the approval of both the majority of the Board and the Founder in each of their sole discretion, pay in respect of each Series A Share, Series B Share, Series C Share and Series D Share a fixed non-cumulative cash preferential dividend (the "**Preference Dividend**") at the annual rate of 8 per cent of the Series A Starting Price per Series A Share, the Series B Starting Price per Series B Share, the Series C Starting Price per Series C Share or the Series D Starting Price per Series D Share (as applicable) and in accordance with such terms as approved by the Board in its sole discretion. For the avoidance of doubt, the Company will pay an 8 per cent dividend as long as dividends are paid out. Whether to make dividend payments are at the sole discretion of the Board. The Preference Dividend relating to the Series D Shares shall be paid in preference to the Preference Dividend relating to the Series C Shares, which shall be paid in preference to the Preference Dividend relating to the Series B Shares, which shall be paid in preference to the Preference Dividend relating to the Series A Shares (in each case if paid).

4.11 Articles 30(2) and 32 of the Model Articles shall not apply to the Preference Dividend.

5. LIQUIDATION PREFERENCE

5.1 Subject to the Shareholders' Agreement, on a distribution of assets on any liquidation, dissolution, winding up of the Company or a return of capital other than a conversion, redemption or purchase of Shares ("**Liquidation Event**") the surplus assets of the Company remaining after payment of its liabilities shall be applied (to the extent that the Company is lawfully permitted to do so):

- (a) first, in paying to each of the Series D Shareholders, in priority to the holders of any other classes of Shares, an amount per Series D Share held equal to the Series D Preference Amount (provided that if there are insufficient surplus assets to pay the amounts per Series D Share equal to the Series D Preference Amount, the remaining surplus assets shall be distributed to the Series D Shareholders pro rata to their holdings of Series D Shares) (the "**Series D Initial Payment**"); and
- (b) second, in paying to each of the Series C Shareholders, in priority to the holders of any other classes of Shares (except the Series D Initial Payment), an amount per Series C Share held equal to the Series C Preference Amount (provided that if there are insufficient

surplus assets to pay the amounts per Series C Share equal to the Series C Preference Amount, the remaining surplus assets shall be distributed to the Series C Shareholders pro rata to their holdings of Series C Shares) (the "**Series C Initial Payment**"); and

- (c) third, in paying to each of the Series B Shareholders, in priority to the holders of any other classes of Shares (except the Series D Initial Payment and Series C Initial Payment), an amount per Series B Share held equal to the Series B Preference Amount (provided that if there are insufficient surplus assets to pay the amounts per Series B Share equal to the Series B Preference Amount, the remaining surplus assets shall be distributed to the Series B Shareholders pro rata to their holdings of Series B Shares) (the "**Series B Initial Payment**"); and
- (d) fourth, in paying to each of the Series A Shareholders, in priority to the holders of any other classes of Shares (except the Series D Initial Payment, Series C Initial Payment and Series B Initial Payment), an amount per Series A Share held equal to the Series A Preference Amount (provided that if there are insufficient surplus assets to pay the amounts per Series A Share equal to the Series A Preference Amount, the remaining surplus assets shall be distributed to the Series A Shareholders pro rata to their holdings of Series A Shares) (the "**Series A Initial Payment**" and, together with the Series D Initial Payment, Series C Initial Payment and the Series B Initial Payment, the "**Initial Payments**"); and
- (e) fifth, the balance of the surplus assets (if any) shall be distributed among the holders of the Ordinary Shares pro rata (as if the Ordinary Shares constituted one and the same class) to the number of Shares held,

provided that a Series A Shareholder, Series B Shareholder, Series C Shareholder or Series D Shareholder receiving an Initial Payment pursuant to Article 5(a), (b), (c) and/or (d) shall not be entitled to the balance under Article 5(e).

- 5.2 If any distribution under Article 5.1 includes any non-cash assets, proceeds or other amounts ("**Non-Cash Consideration**") the cash equivalent value of any such Non-Cash Consideration shall be determined in such manner as the Board (acting reasonably and in good faith and with the consent of the Series A Director, Series B NetEase Director, Series D Director and with Preferred Shareholder Consent) may determine.

6. EXIT PROVISIONS

- 6.1 On a Company Sale the Proceeds of Sale shall be distributed in the order of priority set out in Article 5 and the Directors shall not register any transfer of Shares if the Proceeds of Sale are not so distributed save in respect of any Shares not sold in connection with that Company Sale provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Company Sale:
- (a) the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed in the order of priority set out in Article 5; and
 - (b) the Shareholders shall take any action required by an Investor Majority to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 5.
- 6.2 In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise); the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in the order of priority set out in Article 5.

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- 6.3 On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 5 provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action required by an Investor Majority (including, but without prejudice to the generality of this Article 6.3, actions that may be necessary to put the Company into voluntary liquidation) so that Article 5 applies.
- 6.4 In the event of an Exit approved by the Board and the Selling Shareholders (as defined in Article 21.1) in accordance with the terms of these Articles (the "**Proposed Exit**"), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Exit ("**Actions**"). The Shareholders shall be required to take all Actions with respect to the Proposed Exit as are required by the Board to facilitate the Proposed Exit. 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 Actions as are necessary to effect the Proposed Exit and the majority of the Board of Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents and the Company may receive any purchase money due to the defaulting Shareholder in trust for each of the defaulting Shareholders.
7. **VOTES IN GENERAL MEETING AND WRITTEN RESOLUTIONS**
- 7.1 The Series A Shares shall confer on each holder of Series A Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.2 The Series B Shares shall confer on each holder of Series B Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.3 The Series C Shares shall confer on each holder of Series C Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.4 The Series D Shares shall confer on each holder of Series D Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.5 The Ordinary A Shares shall confer on each holder of Ordinary A Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.6 The Ordinary B Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.
- 7.7 Where Ordinary Shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Ordinary Share held by him.
- 7.8 Where Series A Shares, Series B Shares, Series C Shares or Series D Shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Ordinary

Share then issuable upon conversion of the holder's Series A Shares, Series B Shares, Series C Shares and/or Series D Shares at the Conversion Ratio, as applicable.

- 7.9 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.
- 7.10 No voting rights attached to a share which is held, indirectly or directly, by a Prohibited Transferee, or any person who is or was within the two years prior to such persons acquiring the shares, a Prohibited Transferee 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,

in each case whether such voting rights are exercised indirectly or directly, by proxy or by an agreement providing the same or otherwise in respect of any Shares or an Investor Director.

8. CONSOLIDATION OF SHARES

- 8.1 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the majority of the Board of Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the majority of the Board of 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.

9. CONVERSION OF SHARES

- 9.1 Any holder of Series A Shares, Series B Shares, Series C Shares or Series D Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary A Shares of all of the fully paid Series A Shares, Series B Shares, Series C Shares and/or Series D Shares held by them at any time and those Series A Shares, Series B Shares, Series C Shares and/or Series D Shares shall convert automatically on the date of such notice (the "**Conversion Date**"), provided that the holder may in such notice, state that conversion of such Shares is conditional upon the occurrence of one or more events (the "**Conditions**").
- 9.2 All of the fully paid Ordinary B Shares, Series A Shares, Series B Shares, Series C Shares and Series D Shares shall automatically convert into Ordinary A Shares:
- (a) in the case of Series A Shares, on the date of a notice given by the Series A Investor Majority;
 - (b) in the case of Series B Shares, on the date of a notice given by the Series B Investor Majority;

- (c) in the case of Series C Shares, on the date of a notice given by the Series C Investor Majority;
 - (d) in the case of the Series D Shares, on the date of a notice given by the Series D Investor Majority (which shall include NetEase); or
- (in each case, which date shall be treated as the Conversion Date);
- (e) in the case of all such Shares, immediately upon the occurrence of a Qualifying Public Offering.
- 9.3 In the case of (i) Articles 9.1 and 9.2(a) through 9.2(d), not more than five Business Days after the Conversion Date or (ii) in the case of Article 9.2(e), at least five Business Days prior to the occurrence of the Qualifying Public Offering, each holder of the relevant Series A Shares, Series B Shares, Series C Shares and/or Series D Shares shall deliver the certificate (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Shares being converted to the Company at its registered office for the time being.
- 9.4 Where conversion is mandatory on the occurrence of a Qualifying Public Offering, that conversion will be effective only immediately prior to and conditional upon such Qualifying Public Offering (and "**Conversion Date**" shall be construed accordingly) and, if such Qualifying Public Offering does not become effective or does not take place, such conversion shall be deemed not to have occurred. In the event of a conversion under Article 9.1, if the Conditions have not been satisfied or waived by the relevant holder by the Conversion Date such conversion shall be deemed not to have occurred.
- 9.5 On the Conversion Date, the relevant Series A Shares, Series B Shares, Series C Shares and Series D Shares shall without further authority than is contained in these Articles stand converted into Ordinary A Shares on the basis of one Ordinary A Share for each Series A Share, Series B Share, Series C Share or Series D Share held (the "**Conversion Ratio**"), and the Ordinary A Shares resulting from that conversion shall in all other respects rank pari passu with the existing issued Ordinary A Shares.
- 9.6 The Company shall on the Conversion Date enter the holder of the converted Series A Shares, Series B Shares, Series C Shares and/or Series D Shares on the register of members of the Company as the holder of the appropriate number of Ordinary A 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 such Shares in accordance with this Article, the Company shall within 10 Business Days of the Conversion Date forward to such Shareholder 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 A Shares.
- 9.7 On the Conversion Date (or as soon afterwards as it is possible to calculate the amount payable), the Company will, if it has sufficient Available Profits, pay to holders of the Series A Shares, Series B Shares, Series C Shares and Series D Shares falling to be converted a dividend equal to all Arrears and accruals of dividends in relation to those Series A Shares, Series B Shares, Series C Shares and Series D Shares to be calculated on a daily basis down to and including the day immediately preceding the Conversion Date. If the Company has insufficient Available Profits to pay all such Arrears and accruals of dividends in full then it will pay the same to the extent that it is lawfully able to do so and any Arrears and accruals of dividends that remain outstanding shall continue to be a debt due from and immediately payable by the Company. The Conversion Ratio shall from time to time be adjusted in accordance with the provisions of this Article:
- (a) if Series A Shares, Series B Shares, Series C Shares or Series D Shares remain capable of being converted into new Ordinary A Shares and there is a consolidation and/or sub-

division of Ordinary A Shares, the Conversion Ratio shall be adjusted by an amount which maintains the right to convert so as to ensure that each Series A Shareholder, Series B Shareholder, Series C Shareholder and Series D Shareholder is in no better or worse position as a result of such consolidation or sub-division, such adjustment to become effective immediately after such consolidation or sub-division;

- (b) if Series A Shares, Series B Shares, Series C Shares or Series D Shares remain capable of being converted into Ordinary A Shares, on an allotment of fully-paid Ordinary A Shares pursuant to a capitalisation of profits or reserves to holders of Ordinary A Shares the Conversion Ratio shall be adjusted by an amount which maintains the right to convert so as to ensure that each Series A Shareholder, Series B Shareholder, Series C Shareholder and Series D Shareholder is in no better or worse position as a result of such capitalisation of profits or reserves, such adjustment to become effective as at the record date for such issue.

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

9.9 If a doubt or dispute arises concerning an adjustment of the Conversion Ratio in accordance with Article 9.7, or if so requested by either a Series A Investor Majority, Series B Investor Majority, Series C Investor Majority or Series D Investor Majority, the Board shall refer the matter to the Auditors for determination who shall make available to all Shareholders their report and whose certificate as to the amount of the adjustment is, in the absence of manifest error, conclusive and binding on all concerned and their costs shall be met by the Company.

10. ANTI-DILUTION PROTECTION

10.1 If New Securities are issued by the Company at a price per New Security which equates to less than the Series A Starting Price, Series B Starting Price, Series C Starting Price or Series D Starting Price (a "**Qualifying Issue**") (which in the event that the New Security is not issued for cash shall be a price agreed by the Board with Investor Director Consent or the price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the new consideration for the allotment of the New Securities), the Company shall, unless (i) with respect to the Series A Shares, the Series A Investor Majority shall have specifically waived the rights of all the holders of Series A Shares, issue to each holder of Series A Shares a number of new Series A Shares determined by applying the following formula, (ii) with respect to the Series B Shares, the Series B Investor Majority shall have specifically waived the rights of all the holders of Series B Shares, issue to each holder of Series B Shares a number of new Series B Shares determined by applying the following formula, (iii) with respect to the Series C Shares, the Series C Investor Majority shall have specifically waived the rights of all the holders of Series C Shares, issue to each holder of Series C Shares a number of new Series C Shares determined by applying the following formula and (iv) with respect to the Series D Shares, the Series D Investor Majority (which shall include NetEase) shall have specifically waived the rights of all the holders of Series D Shares, issue to each holder of Series D Shares a number of new Series D Shares determined by applying the following formula (each, an "**Exercising Investor**") (in each case rounding the product, N, down to the nearest whole share) (the "**Anti-Dilution Shares**"):

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

Where:

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

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

SIP = Series A Starting Price, Series B Starting Price, Series C Starting Price or Series D Starting Price, as applicable

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

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

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

Z = the number of Series A Shares, Series B Shares, Series C Shares or Series D Shares, as applicable, held by the Exercising Investor prior to the Qualifying Issue.

10.2 The calculation in Article 10.1 shall be made separately in relation to each of the Series A Shares, Series B Shares, Series C Shares and Series D Shares.

10.3 In the event of multiple Qualifying Issues on the same date, whether at a single issue price or at different issue prices, whether for new money or as a consequence of outstanding convertible securities or similar instruments, the calculations set out in Article 10.1 will be made with respect to each Qualifying Issue independently and simultaneously such that none of such Qualifying Issues are deemed to be outstanding for purposes of the calculations in this Article 10.1 for any of the other Qualifying Issues.

10.4 The Anti-Dilution Shares shall:

- (a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or a majority of the Exercising Investors shall agree otherwise, in which event the Exercising Investors shall be entitled to subscribe for the Anti-Dilution Shares in cash at their nominal value and the entitlement of such Exercising Investors to Anti-Dilution Shares shall be increased by adjustment to the formula set out in Article 10.1 so that the Exercising Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and any Exercising Investor as to the effect of Article 10.1 or this Article 10.4, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Anti-Dilution Shares to be issued. The Auditor's certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising Investor; and

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- (b) subject to the payment of any cash payable pursuant to Article 10.4(a) (if applicable), be issued, credited fully paid up in cash and shall rank pari passu in all respects with the existing Series A Shares, Series B Shares, Series C Shares or Series D Shares, within five Business Days of the expiry of the offer being made by the Company to the Exercising Investor and pursuant to Article 10.4(a).
- 10.5 The Preference Amount and Starting Price of each Series A Share, Series B Share, Series C Share and/or Series D Share held by each Exercising Investors following the issue of Anti-Dilution Shares under Article 10.1 shall be adjusted (separately in relation to each share class) to be equal to the quotient of (i) the aggregate Preference Amount or Starting Price (as the case may be) of the Series A Shares, Series B Shares, Series C Shares or Series D Shares (as applicable) held by such Exercising Investor immediately prior to the issuance of the Anti-Dilution Shares and (ii) the number of Series A Shares, Series B Shares, Series C Shares or Series D Shares (as applicable) held by such Exercising Investor immediately afterwards (including the Anti-Dilution Shares) provided that such aggregate adjusted Preference Amount or Starting Price (as the case may be) shall be no less than, and no greater than, the aggregate (as the case may be) for all Series A Shares, Series B Shares, Series C Shares or Series D Shares (as applicable) held by such Exercising Investor prior to the issue of the Anti-Dilution Shares.
- 10.6 The following issuances of New Securities shall not trigger an issuance of Anti-Dilution Shares pursuant to Article 10.1:
- (a) Shares or options to subscribe for Shares under the Share Options Plan;
 - (b) the issuance of securities pursuant to options, warrants, notes or other rights to acquire securities of the Company outstanding as at the Date of Adoption;
 - (c) New Securities issued in consideration of acquisition transactions approved by the Board with Investor Director Consent;
 - (d) the issuance of Ordinary A Shares upon conversion of the Series A Shares, Series B Shares, Series C Shares or Series D Shares;
 - (e) Shares, options or warrants for Shares issued or granted in accordance with the terms of the Shareholders' Agreement, the Warrant Instrument and the Option Agreement;
 - (f) New Securities issued to Financial Institutions or lessors in connection with commercial credit arrangements, equipment financings or similar transactions approved by the Board with Investor Director Consent;
 - (g) the issuance of securities in share splits, share dividends or similar transactions;
 - (h) New Securities issued in transactions consummated principally for non-financing purposes pursuant to joint ventures, strategic transactions, licensing arrangements or similar transactions, in each case approved by the Board with Investor Director Consent; and
 - (i) other than in respect of the rights of the Series D Shareholders, Series C Shareholders, Series B Shareholders and Series A Shareholders under Article 10, an issuance of securities which has been approved by Preferred Shareholder Consent as not requiring an adjustment.
- 10.7 For the purposes of this Article 10 any Shares held as Treasury Shares by the Company shall be disregarded when calculating the number of Anti-Dilution Shares to be issued.

11. VARIATION OF RIGHTS

- 11.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 75 per cent in nominal value of the issued shares of that class.
- 11.2 Without prejudice to the generality of Article 11.1, whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 75 per cent in nominal value of the issued shares of that class, provided however that where specific provisions of the Shareholders' Agreement contemplate the variation of any rights or reserved matters upon Series A Investor Majority Consent, Series B Investor Majority Consent, Series C Investor Majority Consent and/or Series D Investor Majority Consent or Preferred Shareholder Consent, then the relevant majority approval requirement set out in the Shareholders' Agreement shall suffice and neither the consent in writing of more than 75 per cent of the Series A Shareholders, Series B Shareholders, Series C Shareholders or Series D Shareholders as applicable, shall be required. Notwithstanding the foregoing, the rights of NetEase, Galaxy and Makers with respect to any particular class of Shares held by such holder shall not be varied without such party's consent if such variation has (or can reasonably be expected to have) an adverse and disproportionate effect on such holder as compared to other holders of the same class of Shares.
- 11.3 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.

12. ALLOTMENT OF NEW SHARES OR OTHER SECURITIES: PRE-EMPTION

- 12.1 Sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of Equity Securities made by the Company.
- 12.2 Unless otherwise agreed with Preferred Shareholder Consent, if the Company proposes to allot any New Securities those New Securities shall not be allotted to any person unless the Company has in the first instance offered to each Shareholder (excluding Employee Shareholders) holding more than 0.75 per cent of the Shares of the Company then in issue (the "**Subscribers**") their Pro Rata Share on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares (as if the Shares constituted one and the same class) held by those holders (as nearly as may be without involving fractions). The offer:
- (a) shall be in writing, be open for acceptance from the date of the offer to the date 10 Business Days after the date of the offer (inclusive) (the "**Subscription Period**") and give details of the number and subscription price of the New Securities; and
 - (b) shall 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.
- 12.3 If, at the end of the Subscription Period, the number of New Securities applied for (including any excess requested in accordance with Article 12.2(b)) is equal to or exceeds the number of New Securities, the New Securities offered to Subscribers under Article 12.2 above shall be allotted to the Subscribers who have applied for New Securities on a pro rata basis to the number of Series A Shares, Series B Shares, Series C Shares and Series D Shares held by such Subscribers which procedure shall be repeated until all New Securities offered to Subscribers under Article 12.2 above

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).

- 12.4 If, at the end of the Subscription Period, the number of New Securities applied for is less than the number of New Securities, the New Securities shall be allotted to the Subscribers in accordance with their applications and any remaining New Securities shall be offered, to any other person as the majority of the Board of Directors may determine, including holders of Ordinary B Shares, at the same price and on the same terms as the offer to the Subscribers.
- 12.5 Subject to the requirements of Articles 12.2 to 12.4 (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.
- 12.6 The provisions of Articles 12.2 to 12.5 (inclusive) shall not apply to:
- (a) Shares or options to subscribe for Shares under the Share Options Plan;
 - (b) the issuance of securities pursuant to options, warrants, notes or other rights to acquire securities of the Company outstanding as at the Date of Adoption;
 - (c) New Securities 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, and issued in accordance with Article 4.5;
 - (d) New Securities issued in consideration of acquisition transactions approved by the Board with Investor Director Consent;
 - (e) Shares, options or warrants for Shares issued or granted in accordance with the terms of the Shareholders' Agreement, the Warrant Instrument and the Option Agreement;
 - (f) New Securities issued to Financial Institutions or lessors in connection with commercial credit arrangements, equipment financings or similar transactions approved by the Board with Investor Director Consent;
 - (g) Shares issued in share splits, share dividends or similar transactions; and
 - (h) New Securities issued in transactions consummated principally for non-financing purposes pursuant to joint ventures, strategic transactions, licensing arrangements or similar transactions, in each case approved by the Board with Investor Director Consent.
- 12.7 Any New Securities offered under this Article 12 to an Investor may be accepted in full or part only by a Member of the same Fund Group as that Investor or a Member of the same Group as that Investor in accordance with the terms of this Article 12.
- 12.8 No Shares shall be allotted (nor any Treasury Shares be transferred) to any Employee, Director, prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company if so required by the Company.
- 12.9 This Article 12 shall cease to be in full force and effect and shall no longer apply immediately prior to the earlier of an IPO or Corporate Event.

13. TRANSFERS OF SHARES – GENERAL

- 13.1 In Articles 13 to 20 (inclusive), reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.
- 13.2 No Share may be transferred unless the transfer is made in accordance with these Articles.
- 13.3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him.
- 13.4 Any transfer of a Share by way of sale which is required to be made under Articles 15 to 20 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.
- 13.5 The majority of the Board of Directors may refuse to register a transfer if:
- (a) it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
 - (b) the transfer is to an Employee, Director or prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company, if required;
 - (c) it is a transfer of a Share which is not fully paid:
 - (i) to a person of whom the majority of the Board of 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 majority of the Board of Directors may appoint;
 - (e) the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for lost certificate in a form acceptable to the Board) and such other evidence as the majority of the Board of Directors may reasonably require to show the right of the transferor to make the transfer;
 - (f) the transfer is in favour of more than four transferees; or
 - (g) these Articles otherwise provide that such transfer shall not be registered.

If the majority of the Board of 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.

- 13.6 The majority of the Board of Directors may, as a condition to the registration of any transfer of shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of the Shareholders' Agreement or similar document in force between some or all of the Shareholders and the Company in any form as the majority of the Board of 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 13.6 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

13.7 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 majority of the Board of Directors may, with Investor Director Unanimous Approval, require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the majority of the Board of 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 from time to time registered in the holder's name. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such Shares in writing of that fact and the following shall occur:

- (a) the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question) provided that, at the election of the relevant Investor, such rights shall not cease if as a result of such cessation the Company shall become a Subsidiary of an Investor; or
- (b) the withholding of payment of all dividends or other distributions (other than the amount they may be entitled to pursuant to the application of Article 4.7 otherwise attaching to the relevant Shares or to any further shares issued in respect of those Shares); and
- (c) the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the majority of the Board of Directors may require by notice in writing to that holder.

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

13.8 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 or on such later date as may be required by the Board with Investor Director Unanimous Approval.

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

- (a) the Transfer Price for the Sale Shares will be as agreed between the Board (including Investor Director Unanimous Approval) (any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares; and
- (b) it does not include a Minimum Transfer Condition (as defined in Article 15.2(d)); and
- (c) the Seller wishes to transfer all of the Shares held by it.

13.10 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the majority of the Board of Directors, which is executed by or on behalf of:

- (a) the transferor; and
- (b) (if any of the Shares are partly or nil paid) the transferee.

13.11 Save where the provisions of Articles 18, 19 or 21 apply, no Shares held by an Employee Shareholder or their Permitted Transferees shall be transferred without the prior approval of the Board.

13.12 Notwithstanding anything to the contrary herein, a majority of the Board of Directors may refuse in its sole discretion to register a transfer to any person who is or was within the two years prior to such persons acquiring the shares, a Prohibited Transferee.

14. PERMITTED TRANSFERS

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

14.2 Shares previously transferred as permitted by Article 14.1 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.

14.3 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.

14.4 If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must, no 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.

14.5 If a Permitted Transferee who was a Member of the same Fund Group as the Original Shareholder ceases to be a Member of the same Fund Group, the Permitted Transferee must, no 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.

14.6 Trustees may (i) transfer Shares to a Qualifying Company, (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise.

14.7 No transfer of Shares may be made to Trustees unless the Board is satisfied:

- (a) with the terms of the trust instrument and in particular with the powers of the trustees;
- (b) with the identity of the proposed trustees;
- (c) the proposed transfer will not result in 50 per cent or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and

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- (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.
- 14.8 If a Permitted Transferee who is a Qualifying Company of the Original Shareholder ceases to be a Qualifying Company of the Original Shareholder, it must within five Business Days of so ceasing, transfer the Shares held by it to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) (any may do so without restriction as to price or otherwise) failing which it will be deemed (unless it obtains the approval of the Board (to include Investor Director Consent)) to have given a Transfer Notice in respect of such Shares.
- 14.9 If the Permitted Transferee is a Family Trust, such shares may on a change of trustees be transferred to the new trustees of that Family Trust, and may at any time be transferred to any person to whom the same could have been transferred by the settlor if he had remained the holder thereof.
- 14.10 If a Permitted Transferee who is a spouse, Civil Partner or Privileged Relation of the Original Shareholder ceases to be a spouse, Civil Partner or Privileged Relation of the Original Shareholder whether by reason of divorce or otherwise he must, within 15 Business Days of so ceasing either:
- (a) execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or
- (b) give a Transfer Notice to the Company in accordance with Article 15.2, failing which he shall be deemed to have given a Transfer Notice.
- 14.11 On the death (subject to Article 14.3), bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.
- 14.12 A transfer of any Shares approved by the Board, including with Investor Director Consent, may be made without restriction as to price or otherwise and with any such conditions as may be imposed and each such transfer shall be registered by the Directors.
- 14.13 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by the Board with Investor Director Consent.
- 14.14 Sale by Series D Shareholders
- (a) After the seventh anniversary of the Date of Adoption, the Series D Shareholders shall be entitled to sell their Series D Shares to any Institutional Investor without any restriction or requirement as may be set out under these Articles, subject to the NetEase ROFO and provided that: (i) the transferee may not be a Prohibited Transferee or any person who was a Prohibited Transferee within the prior two years, and (ii) the transferee has delivered to the Company an executed Deed of Adherence.

(b) NetEase ROFO

- (i) Each Series D Shareholder (other than NetEase) hereby grants to NetEase a right of first offer ("**NetEase ROFO**") to purchase all or any portion of the Series D Shares that such Series D Shareholder may propose to transfer under this article 14.14. Prior to undertaking or agreeing to any such transfer, such Series D Shareholder (the "**Selling Series D Shareholder**") shall first deliver a written transfer notice to NetEase containing the number of Series D Shares proposed to be transferred ("**ROFO Transfer Notice**") and such ROFO Transfer Notice shall be valid for a period of 30 days ("**NetEase ROFO Period**").
 - (ii) To exercise its right to purchase any such Series D Shares proposed to be transferred under this article 14.14, NetEase must deliver a written notice to the Selling Series D Shareholder within the NetEase ROFO Period specifying the number of Series D Shares NetEase wishes to purchase, the price per share, the form of consideration and any other material terms and conditions (the "**ROFO Notice**").
 - (iii) If NetEase delivers a ROFO Notice in accordance with article 14.14(b)(ii) above, the Selling Series D Shareholder must deliver a written notice to NetEase no later than thirty (30) days from the receipt of ROFO Notice (the "**ROFO Acceptance Period**") electing to either (a) accept the NetEase ROFO on the terms set forth in the ROFO Notice or (b) decline the NetEase ROFO.
 - (iv) If the Selling Series D Shareholder accepts the ROFO Notice in accordance with article 14.14(b)(iii) above, it shall constitute a legally binding contract for the sale and purchase of the relevant Series D Shares on the terms set forth in the ROFO Notice.
 - (v) If the Selling Series D Shareholder declines the ROFO Notice or does not respond within the ROFO Acceptance Period, the Selling Series D Shareholder is entitled to transfer its Series D Shares to a third party purchaser provided that the purchase consideration for such Series D Shares must be higher than the price set forth in the ROFO Notice, and provided further that such sale must be consummated within 30 days from the earlier of: (A) date the Selling Series D Shareholder notifies NetEase that the ROFO Notice is being declined; and (B) the expiry of the ROFO Acceptance Period, and will otherwise be invalid.
 - (vi) In the event that NetEase fails to deliver or elects not to deliver a ROFO Notice within the NetEase ROFO Period, the selling Series D Shareholder shall be entitled to sell their respective Series D Shares to a third party transferee, provided that such sale shall be consummated within 30 days following the expiry of the NetEase ROFO Period, failing which the provisions of this article 14.14(b) shall re-apply to any such proposed sale.
- (c) In the event that any of the Series D Shareholders exercise their rights to sell Series D Shares pursuant to this article 14.14, the Company shall cooperate with such seller(s), and provide reasonable assistance in connection with such sale process to such seller(s) and any Series D Shareholders that such seller(s) permit to join in the same sale transaction, including:
- (i) making available to such seller(s), the proposed purchaser and their respective advisers and representatives (including any investment bank or sell-side adviser retained by such seller(s)), all financial, accounting, tax, legal, technical, commercial and other due diligence information regarding the Group Companies

reasonably requested in connection with the proposed transaction, including through a virtual data room to be set up by the Company;

- (ii) causing its directors, officers, key employees and advisers to participate in a reasonable number of meetings, presentations and due diligence sessions with such seller(s), the proposed purchaser and their respective advisers and representatives, and arranging for reasonable direct contacts between senior management of the Company and such seller(s), the proposed purchaser and their respective advisers and representatives; and;

provided, that (A) the Company may require that any potential purchaser executes a non-disclosure agreement with the Company on terms reasonably acceptable to the Company prior to providing to such potential purchaser or its representatives or advisers any of the foregoing information or access to directors, officers, key employees and advisers of the Company, and (B) such seller(s) may share any information received pursuant to this article 14.14 with other Series D Shareholders joining in the same proposed sale transaction and permit such Series D Shareholders or their representatives to participate in any meeting, presentation or due diligence session described herein.

- 14.15 The Company shall only be permitted to sell or transfer any Shares held as Treasury Shares to any person with Investor Majority Consent.

15. TRANSFERS OF SHARES SUBJECT TO PRE-EMPTION RIGHTS

- 15.1 Save where the provisions of Articles 14, 19, 20 and 21 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 15.

- 15.2 A Proposed Seller (for the purposes of this Article 15 a "**Seller**") shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares give notice in writing (a "**Transfer Notice**") to the Company specifying:

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

- 15.3 Except with Investor Director Consent or as otherwise specified in these Articles, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.

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

- 15.5 As soon as practicable following the later of:

- (a) receipt of a Transfer Notice; and
- (b) in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 16, the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Articles 15.6 and 15.7. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

15.6 Priority for offer of Sale Shares

- (a) If the Shares are Series A Shares, Series B Shares, Series C Shares or Series D Shares, the Company shall offer them to the Series A Shareholders, Series B Shareholders, Series C Shareholders and Series D Shareholders on the basis as set out in Article 15.7.
- (b) Save as set out in Article 18, if the Sale Shares are Ordinary Shares, the Sale Shares shall be offered in the following priority:
 - (i) first, to the Company; and
 - (ii) second, to the Series A Shareholders, Series B Shareholders, Series C Shareholders, and Series D Shareholders,in each case on the basis set out in Article 15.7.

15.7 Transfers: Offer

- (a) The Board shall offer the Sale Shares pursuant to the Priority Rights to all Shareholders specified in the offer other than the Seller (the "**Continuing Shareholders**") inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the offer (inclusive) (the "**Offer Period**") for the maximum number of Sale Shares they wish to buy.
- (b) If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under this Article 15.7 will be conditional on the fulfilment of the Minimum Transfer Condition.
- (c) If, at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of the relevant class(es) of Shares bears to the total number of the relevant class(es) of Shares held by those Continuing Shareholders who have applied for Sale Shares which procedure shall be repeated until all Sale Shares have been allocated but no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.
- (d) If, at the end of the Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance will be dealt with in accordance with Article 15.8(e).

15.8 Completion of transfer of Sale Shares

- (a) If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for does not meet the Minimum Transfer Condition and the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under

Article 15.7 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

- (b) If:
 - (i) the Transfer Notice does not include a Minimum Transfer Condition; or
 - (ii) the Transfer Notice includes a Minimum Transfer Condition and allocations have been made in respect of all or the minimum required number of the Sale Shares,

the Board shall, when no further offers are required to be made under Article 15.7, give written notice of allocation (an "**Allocation Notice**") to the Seller and each Shareholder to whom Sale Shares have been allocated (an "**Applicant**") specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 14 Business Days nor more than 21 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

- (c) Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.
- (d) Except for transfers to Permitted Transferees, if the Seller fails to comply with the provisions of Article 15.8(c):
 - (i) the chairman of the Company or, failing him, one of the Directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
 - (A) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - (B) receive the Transfer Price and give a good discharge for it; and
 - (C) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and
 - (ii) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) or otherwise hold the Transfer Price on trust for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Board).
- (e) If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 15.8(f), the Seller may, within eight weeks after service of the Allocation Notice, transfer the unallocated Sale Shares to any other person at a price at least equal to the Transfer Price.
- (f) The right of the Seller to transfer Shares under Article 15.8(e) does not apply if the Board is of the opinion on reasonable grounds that:
 - (i) the transferee is a person (or a nominee for a person) who the Board determine in their absolute discretion is a competitor with (or an Associate of a competitor with) the business of the Company or with a Subsidiary Undertaking of the Company;
 - (ii) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee;

- (iii) the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above; or
- (iv) the transferee is a Prohibited Transferee or a person who is or was within the prior two years of such persons acquiring the shares a Prohibited Transferee.

15.9 Any Sale Shares offered under this Article 15 to an Investor may be accepted in full or part only by a Member of the same Fund Group as that Investor or a Member of the same Group as that Investor in accordance with the terms of this Article 15.

16. VALUATION OF SHARES

16.1 If no Transfer Price can be agreed between the Seller and the Board in accordance with provisions of Articles 13.10, 15.2 or 18.1 or otherwise then, on the date of failing agreement, the Board shall either:

- (a) appoint an expert valuer in accordance with Article 16.2 (the "**Expert Valuer**") to certify the Fair Value of the Sale Shares; or
- (b) (if the Fair Value has been certified by an Expert Valuer within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice.

16.2 The Expert Valuer will be:

- (a) such person as is agreed between and appointed by the Board and the Seller; or
- (b) failing agreement between the Board and the Seller not later than the date ten (10) Business Days after the date of service of the Transfer Notice, such person as is nominated by the then President of the Institute of Chartered Accountants in Scotland on the application of either party and approved by the Company.

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

- (a) valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) that the Sale Shares are capable of being transferred without restriction;
- (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares (excluding any Shares held as Treasury Shares) without (except for the Ordinary B Shares) 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.

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- 16.4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.
- 16.5 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.
- 16.6 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).
- 16.7 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing to such confidentiality provisions as the Board may reasonably impose.
- 16.8 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 Seller. Unless the Sale Shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within five Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.
- 16.9 The cost of obtaining the certificate shall be paid by the Company unless:
- (a) the Seller cancels the Company's authority to sell; or
 - (b) the Fair Value certified by the Expert Valuer is less than the price (if any) offered by the directors to the Seller for the Sale Share before Expert Valuer was instructed,

in which case the Seller shall bear the cost.

17. COMPULSORY TRANSFERS – GENERAL

- 17.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the majority of the Board of Directors.
- 17.2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the majority of the Board of 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 majority of the Board of 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 17.2 shall not be fulfilled to the satisfaction of the majority of the Board of Directors a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that, the majority of the Board of Directors may otherwise determine.

- 17.3 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 save to the extent that, and at a time, the majority of the Board of Directors may determine.

- 17.4 If there is a change in control (as control is defined in section 1124 of the CTA 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names save that, in the case of the Permitted Transferee, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee before being required to serve a Transfer Notice. This Article 17.4 shall not apply to a Shareholder that is an Investor.

18. DEPARTING EMPLOYEES

- 18.1 If any holder of Ordinary Shares (other than the Founder) ceases to be an Employee Shareholder of the Company (the "**Ordinary Shares Leaver**") then the Company may:

- (a) direct that such Ordinary Shares held by the Ordinary Shares Leaver are offered to and transferred to the Company at an amount equal to the lower of:
 - (i) nominal value or Fair Value where the Employee Shareholder is a Bad Leaver; or
 - (ii) Fair Value where the Employee Shareholder is a Good Leaver,of such Ordinary Shares (the "**Ordinary Shares Purchase Price**");
- (b) if it is permitted to do so under the Act, purchase all of the Ordinary Shares itself (buyback) held by the Ordinary Shares Leaver for an amount equal to the Ordinary Shares Purchase Price, and the Company shall then forthwith cancel such Ordinary Shares;
- (c) pursuant to the Act, reduce its share capital by the number of Ordinary Shares (subject to the Company first making payment to the Ordinary Shares Leaver of the Ordinary Shares Purchase Price);
- (d) direct that such Ordinary Shares are offered to and transferred to an Employee Benefit Trust established by the Company or any Member of the same Group of the Company at the Ordinary Shares Purchase Price; or
- (e) direct that such Ordinary Shares are offered to and transferred to any other Shareholder or third person approved by the board in advance and in writing and willing to purchase the Ordinary Shares at the Ordinary Shares Purchase Price.

For the purposes of this Article, Fair Value shall be as agreed between the Board (including Investor Director Consent) and the relevant Employee, or failing agreement within five Business Days of seeking to agree such price, shall be as determined in accordance with Article 16.

19. MANDATORY OFFER ON A CHANGE OF CONTROL

- 19.1 Except in the case of Permitted Transfers and transfers pursuant to Articles 17 and 18, after going through the pre-emption procedure in Article 15, the provisions of Article 19.2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Shares (the "**Proposed Transfer**") which would, if put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in Concert with him) acquiring a Controlling Interest in the Company.
- 19.2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the "**Offer**") to any Shareholders who have not taken up their pre-emptive

rights under Article 15 to acquire all of the Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 19.7).

- 19.3 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 (the "**Proposed Sale Shares**").
- 19.4 If any other holder of Shares is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.
- 19.5 If the Offer is accepted by any Shareholder (an "**Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.
- 19.6 The Proposed Transfer is subject to the pre-emption provisions of Article 15 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 15.
- 19.7 For the purpose of this Article:
- (a) the expression "**Specified Price**" shall mean in respect of each Share a sum in cash equal to the highest price per Share offered or paid by the Proposed Purchaser:
 - (i) in the Proposed Transfer; or
 - (ii) in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer, plus an amount equal to the Relevant Sum, as defined in Article 19.7(b), of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares (the "**Supplemental Consideration**") provided that the total consideration paid by the Proposed Purchaser in respect of the Proposed Transfer is distributed to the Proposed Seller and the Accepting Shareholders in accordance with the provisions of Articles 5 and 6;
 - (b) $\text{Relevant Sum} = C \div A$
 - where: A = number of Shares being sold in connection with the relevant Proposed Transfer;
 - C = the Supplemental Consideration.

20. CO-SALE RIGHT

- 20.1 Except as provided for in Article 18, no transfer (other than a Permitted Transfer) of any of the Ordinary B Shares or Ordinary A Shares may be made or validly registered unless the relevant Founder, Shareholder or Employee and any Permitted Transferee of that Founder or Employee (each a "**Selling Holder**") shall have observed the following procedures of this Article unless the Investor Majority has determined that this Article 20 shall not apply to such transfer.

- 20.2 After the Selling Holder has gone through the pre-emption process set out in Article 15, the Selling Holder shall give to each Investor (including the Founder solely with respect to his holding of Series C Shares) who has not taken up their pre-emptive rights under Article 15 (an "**Equity Holder**") not less than 15 Business Days' notice in advance of the proposed sale (a "**Co-Sale Notice**"). The Co-Sale Notice shall specify:
- (a) the identity of the proposed purchaser (the "**Buyer**");
 - (b) the price per Share which the Buyer is proposing to pay;
 - (c) the manner in which the consideration is to be paid;
 - (d) the number of Ordinary Shares which the Selling Holder proposes to sell; and
 - (e) the address where the counter-notice should be sent.
- 20.3 For the purposes of this Article 20, it is acknowledged that Shares of different classes will be transferable at different prices, such price per class of Share being a sum equal to that to which they would be entitled if the consideration payable by the Buyer to the Selling Holder were used to determine the valuation of the entire issued share capital of the Company and such valuation was then allocated as between the Shares in accordance with Articles 5 and 6.
- 20.4 Each Equity Holder shall be entitled within five Business Days after receipt of the Co-Sale Notice, to notify the Selling Holder that they wish to sell a certain number of Ordinary Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of Ordinary Shares which such Equity Holder wishes to sell. The maximum number of shares which an Equity Holder can sell under this procedure shall be:
- $$\left(\frac{X}{Y}\right) \times Z$$
- where:
- X is the number of Ordinary Shares the Selling Holder proposes to sell;
 - Y is the total number of Ordinary Shares held by the Selling Holder, as applicable;
 - Z is the number of Shares held by the Equity Holder.
- 20.5 Any Equity Holder who does not send a counter-notice within such 20 Business Day period shall be deemed to have specified that they wish to sell no shares.
- 20.6 Following the expiry of five Business Days from the date the Equity Holders receive the Co-Sale Notice, the Selling Holder shall be entitled to sell to the Buyer on the terms notified to the Equity Holders a number of shares not exceeding the number specified in the Co-Sale Notice, provided that at the same time the Buyer (or another person) purchases from the Equity Holders the number of shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Selling Holder from the Buyer.
- 20.7 No sale by the Selling Holder shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice.
- 20.8 Sales made in accordance with this Article 20 shall not be subject to Article 15.

20.9 This Article 20 shall cease to be in full force and effect and shall no longer apply immediately prior to the earlier of an IPO or Corporate Event.

21. **DRAG ALONG**

21.1 If, with the approval of the Board the holders of (i) a majority of the Series A Shares, Series B Shares, Series C Shares and Series D Shares (voting together as if they were a single class and on an as-converted basis) including NetEase and (ii) a majority of the Ordinary Shares (for this purpose only excluding any Ordinary Shares following conversion pursuant to article 9) (the "**Selling Shareholders**") wish to transfer all their interest in Shares (the "**Sellers' Shares**") to a Proposed Purchaser, the Company and the Selling Shareholders shall have the option (the "**Drag Along Option**") to compel each holder of Shares (each a "**Called Shareholder**" and together the "**Called Shareholders**") to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct (the "**Drag Purchaser**") in accordance with the provisions of this Article (the "**Proposed Drag Sale**").

21.2 The Selling 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 Sellers' Shares to the Drag Purchaser. A Drag Along Notice shall specify that:

- (a) the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") under this Article;
- (b) the person to whom they are to be transferred;
- (c) the consideration (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**"),
- (f) in respect of any Called Securities Holder (as defined below) only, any exercise notice or other documents (including any tax elections) which the Called Securities Holder may be required to sign in connection with the exercise of any options or other rights to subscribe, convert into or otherwise acquire (including but not limited to warrants) Shares ("**Exercise Documents**"); and
- (g) that information concerning the Called Shareholder which the Drag Purchaser reasonably requires in connection with the transfer of Called Shares (and may include information concerning (i) details of any account in the name of the Called Shareholder to which cash consideration may be paid (ii) the tax treatment of payments to be made to, or tax status of, the Called Shareholder (iii) the status of the Called Shareholder for the purposes of ascertaining the applicability of relevant securities laws and (iv) verification of the identity, ownership and control of the Called Shareholder and other information as may be required for anti-money laundering or other compliance purposes) ("**Sale Information**"),

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

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- 21.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Drag Purchaser within 60 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 21.4 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, allotted or transferred by the Drag Purchaser were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Articles 5 and 6 (the "**Drag Consideration**").
- 21.5 A Drag Along Notice may be served on any person(s) (each a "**Called Securities Holder**") holding Relevant Securities, if and to the extent exercisable (or which would become exercisable) in connection with the Proposed Drag Sale and, if so served such Called Securities Holder shall, upon their acquisition of Shares, thereupon become a Called Shareholder subject mutatis mutandis to the provisions of this Article 21 (notwithstanding that they may not have been a Called Shareholder at the date of the Drag Along Notice).
- 21.6 In respect of a transaction that is the subject of a Drag Along Notice and with respect to any Drag Document (as defined below):
- (a) any warranties to be made by any Called Shareholder in connection with the Proposed Drag Sale are limited to warranties related to authority, ownership and the ability to convey title to their Called Shares, including, but not limited to, 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) the liability, if any, of any Called Shareholder in the Proposed Drag Sale and for the inaccuracy of any warranties and covenants made by such Called Shareholder or by the persons giving such warranties and covenants in connection with such Proposed Drag Sale, is several and not joint with any other person (except to the extent that funds may be paid out of an escrow or holdback established to cover breach of warranties and covenants of the persons giving such warranties and covenants under the Sale Agreement and/or a price adjustment in respect of the Proposed Drag Sale), and is pro rata in proportion to, and does not exceed, the amount of consideration paid to a Called Shareholder in connection with the Proposed Drag Sale (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 under Articles 4 and 5 and any other waterfall or other liquidation preferences in these Articles or otherwise that exist with respect to any Shares (a "**Distribution Preference**");
 - (c) neither a Called Shareholder nor any of its Permitted Transferees shall be required to enter into any operating covenants, including but not limited to, restrictive covenants relating to engaging in business with a competitor of the Company or non-solicitation of Company employees;

- (d) when paid to the Called Shareholders pursuant to completion of the Proposed Drag Sale each holder of Called Shares will receive the same form of consideration per Share as is received by the Selling Shareholders in respect of their Sellers' 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 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; and
- (e) subject to the above Article requiring the same form of consideration to be available to the holders of any single class of Shares, if the Selling Shareholders are given an option as to the form and amount of consideration to be received as a result of the Proposed Drag Sale, all Called Shareholders will be given the same option; provided, however, that nothing in this Article shall entitle any Called Shareholder to receive any form of consideration that such Called Shareholder would be ineligible to receive as a result of such Called Shareholder's failure to satisfy any condition, requirement or limitation that is generally applicable to the Called Shareholders, and any failure of a Called Shareholder to respond to such option shall result in them receiving the form of consideration as is determined by the Board in its sole discretion.

21.7 The Sale Agreement may include such provisions as may be necessary or desirable to accommodate the inclusion of Called Securities Holders (if any) in the Proposed Drag Sale (and may include provisions with respect to (i) the exercise of options or other rights to subscribe, convert into or otherwise acquire (including but not limited to warrants) Shares (including the delivery of Exercise Documents), (ii) the satisfaction by the Called Securities Holder of their liabilities in respect of the payment of any exercise price and any employee income tax and social security contributions arising in connection with their acquisition and/or sale of Shares and (iii) the making of tax elections by the Called Securities Holder).

21.8 Within five Business Days of the Company copying the Drag Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice) (the "**Drag Completion Date**"), each Called Shareholder shall deliver:

- (a) duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser;
- (b) the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company;
- (c) duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company;
- (d) in the case of a Called Securities Holder, duly executed Exercise Documents required to be provided by them; and
- (e) the Sale Information, in the form specified in the Drag Along Notice or as otherwise specified by the Company,

(together the "Drag Documents").

- 21.9 On the Drag Completion Date, the Company shall pay or transfer to each Called Shareholder, on behalf of the Drag Purchaser, the Drag Consideration that is due to the extent the Drag Purchaser has paid, allotted or transferred 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.
- 21.10 To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid, allotted or transferred 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 21 in respect of their Shares.
- 21.11 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 21 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, allotted or transferred the Drag Consideration to the Company for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty (if any is required) has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or suitable executed indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration due to him.
- 21.12 Any transfer of Shares to a Drag Purchaser pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 15.
- 21.13 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 (save to the extent the relevant Shares were sold as part of the Proposed Drag Sale on the Drag Completion Date by the New Shareholder, whether as a Called Securities Holder or otherwise) 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 on the later of: (a) the Drag Along Notice being deemed served on the New Shareholder; and (b) completion of the Proposed Drag Sale on the Drag Completion Date.
- 21.14 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.

22. ASSET SALE

In the event that an Asset Sale is approved (i) by the Board, (ii) by way of Preferred Shareholder Consent, 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 the provisions of Articles 5 and 6.

23. NEW HOLDING COMPANY

- 23.1 In the event of a Holding Company Reorganisation approved by the Board with Preferred Shareholder Consent (a "**Proposed Reorganisation**"), each of the 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 23, 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 Board may authorise any Director, officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents to effect the Proposed Reorganisation, including any share exchange agreement and/or instrument of transfer.
- 23.2 The Company shall procure that the shares issued by the New Holding Company to the Shareholders (or any 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 23. Such New Holding Company shares shall be subject to the constitutional documents of the New Holding Company and otherwise (subject to the express provisions of such constitutional documents) shall have the same rights and obligations 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 issue of such New Holding Company shares).
- 23.3 On any person, following the date of completion of a Holding Company Reorganisation, becoming a Shareholder pursuant to any Relevant Securities or otherwise (a "**Post-Reorganisation Shareholder**"), the Post-Reorganisation Shareholder shall then be bound to do all such acts and things necessary in order to transfer to the New Holding Company all such resulting shares held by the Post-Reorganisation Shareholder, and the provisions of this Article 23 shall apply with the necessary changes to the Post-Reorganisation Shareholder.
- 23.4 The Company shall procure that, in respect of each Shareholder (except as otherwise agreed in writing by such Shareholder, acting reasonably):
- (a) it provides not less than 20 Business Days' prior written notice to the Shareholders of any Proposed Reorganisation (the "**Holding Company Notice**"); and
 - (b) following the date of the Holding Company Notice, it consults with such Shareholders in good faith and provides such information reasonably requested by such Shareholders in respect of such Proposed Reorganisation.
- 23.5 Any New Holding Company that is to be created for the purposes of a Proposed Reorganisation shall be incorporated in a jurisdiction where the courts of such jurisdiction respect the limited liability of the underlying partners, members, shareholders and/or any other beneficial owners of each shareholder of that New Holding Company to substantially the same extent as England and Wales.

- 23.6 If, in a Shareholder's reasonable opinion following written advice from its legal adviser, accountant or tax adviser (as the case may be), such Shareholder determines that any taxes will be payable and/or any tax filings will be required to be submitted by such Shareholder or its underlying partners, members, shareholders and/or other beneficial owners as a direct result of the transfer of its Shares to the New Holding Company:
- (a) such Shareholder shall as soon as reasonably practicable notify the Company in writing and provide a copy of such written advice from its legal adviser, accountant or tax adviser (as the case may be) to the Company on a non-reliance basis;
 - (b) the Company and each relevant Shareholder will discuss in good faith for a period of up to 15 Business Days (as may be extended between the Company and such Shareholder) following receipt of such written notice in Article 23.6(a) to find alternative ways to assess how to structure such Proposed Reorganisation in a manner acceptable to each of them in writing.
- 23.7 In the event that any Shareholders and the Company cannot agree as to whether any taxes will be payable and/or whether any tax filings will be required to be submitted by any such Shareholder or its underlying partners, members, shareholders and/or other beneficial owners as a direct result of the transfer of its Shares to the New Holding Company and/or how to structure the relevant Proposed Reorganisation upon the expiry of the time limit set out in Article 23.6, the Company and the Investor Majority shall appoint an expert to determine such tax treatment and opine on how to structure the relevant Proposed Reorganisation in accordance with Article 23.8 (the "**Expert**"). Following receipt of the Expert's opinion the Board and the Investor Majority shall be entitled to determine whether or not to continue with the Proposed Reorganisation and if so what Reorganisation Actions ought to be taken.
- 23.8 The Expert will be an independent firm of internationally recognized Chartered Accountants in England and Wales to be agreed in writing between the Company and the Investor Majority or, failing agreement in writing of such firm not later than the date 5 Business Days after the expiry of the time limit set out in Article 23.6, an independent firm of Chartered Accountants to be nominated by the then President of the Institute of Chartered Accountants in England and Wales following a joint application by both the Company and the Investor Majority. Such Expert shall be requested to (a) determine the tax treatment of the Proposed Reorganisation in respect of the relevant Shares and opine on how to structure the relevant Proposed Reorganisation within 20 Business Days of its appointment based on any factors which such Expert reasonably believes should be taken into account and (b) notify the Board and relevant Shareholders of their determination. The Expert shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error). The Board will give the Expert access to all accounting records or other relevant documents of the Company subject to the Expert agreeing such confidentiality provisions as the Board may reasonably impose. The Expert shall deliver its report to the Company and the relevant Shareholders. The cost of obtaining the report shall be paid by the Company.
24. **GENERAL MEETINGS**
- 24.1 If the Directors are required by the Shareholders under section 303 of the Act to call a general meeting, the Directors shall convene the meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under section 303 of the Act.
- 24.2 The provisions of section 318 of the Act shall apply to the Company, save that if a quorum is not present at any meeting adjourned for the reason referred to in article 41 of the Model Articles, then, provided that the Qualifying Person present holds or represents the holder of at least 25 per cent in nominal value of the Ordinary Shares (excluding Treasury Shares and provided that valid notice in accordance with these Articles has been provided to the Series A Shareholders, Series B Shareholders, Series C Shareholders and Series D Shareholders), 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.

- 24.3 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairman.
- 24.4 A Shareholder shall be deemed to be present at a meeting if he, she or it participates by telephone or other electronic means and all Shareholders participating in the meeting are able to hear or otherwise acknowledge each other.
- 24.5 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.
- 24.6 Polls must be taken in such manner as the chairman directs. A poll demanded on the election of a chairman or on a question of adjournment must be held immediately. A poll demanded on any other question must be held either immediately or at such time and place as the chairman directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.
- 24.7 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.
- 24.8 If the poll is to be held more than 48 hours after it was demanded the Shareholders shall be entitled to deliver proxy notices in respect of the poll at any time up to 24 hours before the time appointed for taking that poll. In calculating that period, no account shall be taken of any part of a day that is not a working day.

25. PROXIES

- 25.1 Paragraph (c) of article 45(1) of the Model Articles shall be deleted and replaced by the words: "is signed by or on behalf of the shareholder appointing the proxy and accompanied by the authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the directors)".
- 25.2 The instrument appointing a proxy and any authority under which it is signed or a certified copy of such authority or a copy in some other way approved by the majority of the Board of Directors may:
 - (a) be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
 - (b) be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the chairman or to any Director; or

(c) in the case of a poll, be delivered at the meeting at which the poll was demanded to the chairman or to the company secretary or to any Director, or at the time and place at which the poll is held to the chairman or to the company secretary or to any Director or scrutineer, and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

26. DIRECTORS' BORROWING POWERS

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

27. ALTERNATE DIRECTORS

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

(a) exercise that Director's powers; and

(b) carry out that Director's responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor.

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

27.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

27.3 The notice must:

(a) identify the proposed alternate; and

(b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

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

27.5 Except as these Articles specify otherwise, alternate directors:

(a) are deemed for all purposes to be Directors;

(b) are liable for their own acts and omissions;

(c) are subject to the same restrictions as their Appointors; and

(d) are not deemed to be agents of or for their Appointors,

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

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

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

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

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

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

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

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

28. **NUMBER OF DIRECTORS**

Unless and until the Company shall otherwise determine by ordinary resolution, the number of Directors shall be not less than two (2).

29. **APPOINTMENT OF DIRECTORS**

29.1 Makers shall have the right to appoint and maintain in office one (1) such natural person as Makers may from time to time nominate as a director of the Company (and as a member of each and any committee of the Board) and to remove (with the consent of Makers) any director so appointed and, upon their removal whether by the Investors or otherwise, to appoint another director in their place.

29.2 NetEase shall have the right to appoint and maintain in office one (1) such natural person as NetEase may from time to time nominate as a director of the Company (and as a member of each and any committee of the Board) and to remove any director so appointed and, upon their removal whether by NetEase or otherwise, to appoint another director nominated by NetEase in their place.

29.3 Galaxy shall have the right to appoint and maintain in office one (1) such natural person as Galaxy may from time to time nominate as a director of the Company (and as a member of each and any committee of the Board) and to remove any director so appointed and, upon their removal whether by Galaxy or otherwise, to appoint another director nominated by Galaxy in their place.

29.4 Upon subscription for Series D Shares by a Series D Shareholder (other than NetEase, Makers or Galaxy) who (together with its Permitted Transferees) holds more than 7.5% of the issued share

capital of the Company, the Company may, subject to the prior written consent of NetEase, agree with such Series D Shareholder under a Deed of Adherence, that such Series D Shareholder may appoint and maintain in office one (1) natural person as such Series D Shareholder may from time to time nominate as a director of the Company (and as a member of each and any committee of the Board) and to remove any director so appointed and, upon their removal whether by such Series D Shareholder or otherwise, to appoint another director nominated by such Series D Shareholder in their place.

- 29.5 The Founder shall have the right to: (a) appoint and maintain in office: (A) a simple majority of the total number of directors capable of being appointed to the board of directors under this article 29; (b) appoint a member on each and any committee of the Board; and (c) remove any director so appointed and, upon their removal whether by the Founder or otherwise, to appoint another director in his place.
- 29.6 NetEase shall have the right to appoint and to remove a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board. The observer shall be entitled to attend and speak at all such meetings and receive copies of all board papers as if he were a Director but shall not be entitled to vote on any resolutions proposed at a board meeting.
- 29.7 New Insights Incentive Plan Company Limited shall have the right to appoint and to remove a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board. The observer shall be entitled to attend and speak at all such meetings and receive copies of all board papers as if he were a Director but shall not be entitled to vote on any resolutions proposed at a board meeting.
- 29.8 Galaxy shall have the right to appoint and to remove a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board. The observer shall be entitled to attend and speak at all such meetings and receive copies of all board papers as if he were a Director but shall not be entitled to vote on any resolutions proposed at a board meeting.
- 29.9 ArchPoint BARB, LLC shall have the right to appoint and to remove a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board. The observer shall be entitled to attend and speak at all such meetings and receive copies of all board papers as if he were a Director but shall not be entitled to vote on any resolutions proposed at a board meeting.
- 29.10 An appointment or removal of a Director under Articles 29.1 to 29.4 or appointment or removal of a Board observer under Articles 29.6 to 29.9 shall take effect at and from the time when the notice is received at the registered office of the Company or produced to a meeting of the directors of the Company.

30. DISQUALIFICATION OF DIRECTORS AND OBSERVERS

- 30.1 In addition to that provided in article 18 of the Model Articles, the office of a Director or observer shall also be vacated if:
- (a) he is convicted of a criminal offence (other than a minor motoring offence) and a majority of the Board of Directors resolve that his office be vacated; or
 - (b) in the case of Directors other than the Investor Directors, if a majority of the Board of Directors (excluding the relevant Director but including Investor Director Consent) serve notice on him in writing, removing him from office.

- 30.2 In addition to that provided in article 18 of the Model Articles, the office of an observer may be vacated by a majority of the Board of Directors if such person is disruptive at board meetings.

31. PROCEEDINGS OF DIRECTORS

- 31.1 The Board shall meet at least quarterly (the "**Ordinary Board Meetings**") and at any other time as is requested by at least three (3) directors (the "**Special Board Meeting**"). The quorum for Directors' meetings shall be at least three Investor Directors (save that where a Relevant Interest of an Investor Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, that Investor Director, as applicable, and any other interested Director shall not be included in the quorum required for the purpose of such authorisation but shall otherwise be included for the purpose of forming the quorum at the meeting). If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time (on a different day) 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.
- 31.2 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 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.
- 31.3 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.
- 31.4 A Director shall be deemed to be present at a meeting if he or she participates by telephone or other electronic means and all Directors participating in the meeting are able to hear or otherwise acknowledge each other.
- 31.5 The Company shall give at least (i) six (6) weeks' advance notice of each in person Board meeting, (ii) reasonable advance notice of each remotely held Board meeting (being not fewer than six (6) Business Days) and (iii) three (3) Business Days' advance notice of an emergency board meeting (whether held in person or remotely) or such other period as is reasonably necessary in the circumstances. 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.
- 31.6 Provided (if these Articles so require) that he has declared to the Directors, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting.
- 31.7 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 provided that the chairman shall not have a casting vote on a vote on a particular matter upon which he is restricted from voting.

31.8 The Founder shall be entitled from time to time to appoint the chairman (which may be the Founder) of the Board from time to time and remove from office any such person so appointed and to appoint another Director in his place. The first such chairman shall be the Founder.

31.9 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.

32. DIRECTORS' INTERESTS

Specific interests of a Director

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

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

Interests of the Investor Directors

32.2 In addition to the provisions of Article 32.1, subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, where a Director is an Investor Director, they may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in:

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

Interests of which a Director is not aware

32.3 For the purposes of this Article 32, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his.

Accountability of any benefit and validity of a contract

32.4 In any situation permitted by this Article 32 (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

Terms and conditions of Board authorisation

32.5 Subject to Article 32.6, any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise his interest ("**Relevant Interest**") pursuant to that section may, for the avoidance of doubt:

- (a) be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation:
 - (i) restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;
 - (ii) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or
 - (iii) restricting the application of the provisions in Articles 32.7 and 32.8, so far as is permitted by law, in respect of such Interested Director;
- (b) be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time; and subject to Article 32.6, an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this Article 32.

Terms and conditions of Board authorisation for the Investor Directors

- 32.6 Notwithstanding the other provisions of this Article 32, it shall not (save with the consent in writing of the affected Investor Director) be made a condition of any authorisation of a matter in relation to that Investor Director in accordance with section 175(5)(a) of the Act, that he shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the Directors or that he shall be required to disclose, use or apply confidential information as contemplated in Article 32.8.

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

- 32.7 Subject to Article 32.8 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 32), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

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

- 32.8 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 32.7 shall apply only if the conflict arises out of a matter which falls within Article 32.1 or Article 32.2 or has been authorised under section 175(5)(a) of the Act.

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

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

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

Requirement of a Director is to declare an interest

- 32.10 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 32.1 or Article 32.2 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:

- (a) falling under Article 32.1(g);

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

Shareholder approval

32.11 Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 32.

32.12 For the purposes of this Article 32:

- (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;

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.

33. NOTICES

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

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

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

Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this Article 33.

Notices in hard copy form

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

- (a) to the Company or any other company at its registered office; or
- (b) to the address notified to or by the Company for that purpose; or
- (c) in the case of an intended recipient who is a member or his legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members; or

- (d) in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors; or
- (e) to any other address to which any provision of the Companies Acts (as defined in the Act) authorises the document or information to be sent or supplied; or
- (f) where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in (a) to (e) above, to the intended recipient's last address known to the Company.

33.3 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

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

- (a) if sent by email (provided that an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address;
- (b) if delivered or sent by first class post (airmail if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under Article 33.2; or
- (c) be sent by such other electronic means (as defined in section 1168 of the Act) and to such address(es) as the Company may specify:
 - (i) on its website from time to time; or
 - (ii) by notice (in hard copy or electronic form) to all members of the Company from time to time.

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

- (a) if sent by email (where an address for email has been notified to or by the Company for that purpose), on receipt or 48 hours after the time it was sent, whichever occurs first;
- (b) if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;
- (c) if delivered in an electronic form, at the time of delivery; and
- (d) if sent by any other electronic means as referred to in Article 33.4(c), at the time such delivery is deemed to occur under the Act.

33.6 Where the Company is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective

notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt.

Notice by means of a website

- 33.7 Subject to the provisions of the Act, any notice or other document or information to be given, sent or supplied by the Company to Shareholders under these Articles may be given, sent or supplied by the Company by making it available on the Company's website.

General

- 33.8 In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding (the "**Primary Holder**"). Notice so given shall constitute notice to all the joint holders.
- 33.9 Anything agreed or specified by the Primary Holder in relation to the service, sending or supply of notices, documents or other information shall be treated as the agreement or specification of all the joint holders in their capacity as such (whether for the purposes of the Act or otherwise).

34. INDEMNITIES AND INSURANCE

- 34.1 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 Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that no 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 is convicted;
 - (B) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him; or
 - (C) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities

as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in Articles 34.1(a)(i), 34.1(a)(iii)(B) and 34.1(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 in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.

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

35. DATA PROTECTION

- 35.1 The Company, the Shareholders and Directors (each a "**Recipient**") may process the personal data of the Shareholders and Directors for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves. The applicable Recipients shall at all times comply with applicable laws relating to data protection and data privacy. A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this Article shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or other regulatory authority, that personal data may not be disclosed by a Recipient or any other person except to a Member of the same Group ("**Recipient Group Companies**") and to employees, directors and professional advisers of that Recipient or the Recipient Group Companies and funds managed by any of the Recipient Group Companies. Such processing may include the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is in the Company's or the applicable Shareholder's or Director's legitimate interest to do so.

36. SECRETARY

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

37. LIEN

- 37.1 The Company shall have a first and paramount lien (the "**Company's Lien**") over every Share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that Share.

- 37.2 The Company's Lien over a Share:

- (a) shall take priority over any third party's interest in that Share; and
- (b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

The majority of the Board of Directors may at any time decide that a Share which is, or would otherwise be, subject to the Company's Lien shall not be subject to it, either wholly or in part.

37.3 Subject to the provisions of this Article 37, if:

- (a) a notice complying with Article 37.4 (a "**Lien Enforcement Notice**") has been given by the Company in respect of a Share; and
- (b) the person to whom the notice was given has failed to comply with it, the Company shall be entitled to sell that Share in such manner as the majority of the Board of Directors decide.

37.4 A Lien Enforcement Notice:

- (a) may only be given by the Company in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- (b) must specify the Share concerned;
- (c) must require payment of the sum payable within 14 days of the notice;
- (d) must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise; and
- (e) must state the Company's intention to sell the Share if the notice is not complied with.

37.5 Where any Share is sold pursuant to this Article 37:

- (a) the majority of the Board of Directors may authorise any person to execute an instrument of transfer of the Share to the purchaser or a person nominated by the purchaser; and
- (b) the transferee shall not be bound to see to the application of the consideration, and the transferee's title shall not be affected by any irregularity in or invalidity of the process leading to the sale.

37.6 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice;
- (b) secondly, to the person entitled to the Share at the date of the sale, but only after the certificate for the Share sold has been surrendered to the Company for cancellation or an indemnity for lost certificate in a form acceptable to the Board has been given for any lost certificate, and subject to a lien equivalent to the Company's Lien for any money payable (whether or not it is presently payable) as existing upon the Share before the sale in respect of all Shares registered in the name of that person (whether as the sole registered holder or as one of several joint holders) after the date of the Lien Enforcement Notice.

37.7 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:

- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
- (b) subject to compliance with any other formalities of transfer required by these Articles or by law, shall constitute a good title to the Share.

38. CALL NOTICES

- 38.1 Subject to these Articles and the terms on which Shares are allotted, the Directors may send a notice (a "**Call Notice**") to a Shareholder who has not fully paid for that Shareholder's Share(s) requiring the Shareholder to pay the Company a specified sum of money (a "**call**") which is payable to the Company by that Shareholder when the Directors decide to send the Call Notice.
- 38.2 A Call Notice:
- (a) may not require a Shareholder to pay a call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any sum payable to the Company by way of premium);
 - (b) shall state when and how any call to which it relates it is to be paid; and
 - (c) may permit or require the call to be paid by instalments.
- 38.3 A Shareholder shall comply with the requirements of a Call Notice, but no Shareholder shall be obliged to pay any call before 14 days have passed since the notice was sent.
- 38.4 Before the Company has received any call due under a Call Notice the majority of the Board of Directors may:
- (a) revoke it wholly or in part; or
 - (b) specify a later time for payment than is specified in the Call Notice, by a further notice in writing to the Shareholder in respect of whose Shares the call is made.
- 38.5 Liability to pay a call shall not be extinguished or transferred by transferring the Shares in respect of which it is required to be paid. Joint holders of a Share shall be jointly and severally liable to pay all calls in respect of that Share.
- 38.6 Subject to the terms on which Shares are allotted, the majority of the Board of Directors may, when issuing Shares, provide that Call Notices sent to the holders of those Shares may require them to:
- (a) pay calls which are not the same; or
 - (b) pay calls at different times.
- 38.7 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium):
- (a) on allotment;
 - (b) on the occurrence of a particular event; or
 - (c) on a date fixed by or in accordance with the terms of issue.

- 38.8 If the due date for payment of such a sum as referred to in Article 38.7 has passed and it has not been paid, the holder of the Share concerned shall be treated in all respects as having failed to comply with a Call Notice in respect of that sum, and shall be liable to the same consequences as regards the payment of interest and forfeiture.
- 38.9 If a person is liable to pay a call and fails to do so by the Call Payment Date (as defined below):
- (a) the Directors may issue a notice of intended forfeiture to that person; and
 - (b) until the call is paid, that person shall be required to pay the Company interest on the call from the Call Payment Date at the Relevant Rate (as defined below).
- 38.10 For the purposes of Article 38.9:
- (a) the "**Call Payment Date**" shall be the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case the "**Call Payment Date**" is that later date;
 - (b) the "**Relevant Rate**" shall be:
 - (i) the rate fixed by the terms on which the Share in respect of which the call is due was allotted;
 - (ii) such other rate as was fixed in the Call Notice which required payment of the call, or has otherwise been determined by the Directors; or
 - (iii) if no rate is fixed in either of these ways, five per cent a year, provided that the Relevant Rate shall not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a).
- 38.11 The majority of the Board of Directors may waive any obligation to pay interest on a call wholly or in part.
- 38.12 The majority of the Board of Directors may accept full payment of any unpaid sum in respect of a Share despite payment not being called under a Call Notice.

39. FORFEITURE OF SHARES

- 39.1 A notice of intended forfeiture:
- (a) may be sent in respect of any Share for which there is an unpaid sum in respect of which a call has not been paid as required by a Call Notice;
 - (b) shall be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
 - (c) shall require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not fewer than 14 days after the date of the notice;
 - (d) shall state how the payment is to be made; and

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- (e) shall state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited.
- 39.2 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, then the majority of the Board of Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.
- 39.3 Subject to these Articles, the forfeiture of a Share extinguishes:
- (a) all interests in that Share, and all claims and demands against the Company in respect of it; and
- (b) all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.
- 39.4 Any Share which is forfeited in accordance with these Articles:
- (a) shall be deemed to have been forfeited when the majority of the Board of Directors decide that it is forfeited;
- (b) shall be deemed to be the property of the Company; and
- (c) may be sold, re-allotted or otherwise disposed of as the majority of the Board of Directors think fit.
- 39.5 If a person's Shares have been forfeited then:
- (a) the Company shall send that person notice that forfeiture has occurred and record it in the register of members;
- (b) that person shall cease to be a Shareholder in respect of those Shares;
- (c) that person shall surrender the certificate for the Shares forfeited to the Company for cancellation;
- (d) that person shall remain liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and
- (e) the Directors shall be entitled to waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.
- 39.6 At any time before the Company disposes of a forfeited Share, the majority of the Board of Directors shall be entitled to decide to cancel the forfeiture on payment of all calls and interest and expenses due in respect of it and on such other terms as they think fit.
- 39.7 If a forfeited Share is to be disposed of by being transferred, the Company shall be entitled to receive the consideration for the transfer and the majority of the Board of Directors shall be entitled to authorise any person to execute the instrument of transfer.
- 39.8 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been forfeited on a specified date:

- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.
- 39.9 A person to whom a forfeited Share is transferred shall not be bound to see to the application of the consideration (if any) nor shall that person's title to the Share be affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.
- 39.10 If the Company sells a forfeited Share, the person who held it prior to its forfeiture shall be entitled to receive the proceeds of such sale from the Company, net of any commission, and excluding any sum which:
- (a) was, or would have become, payable; and
 - (b) had not, when that Share was forfeited, been paid by that person in respect of that Share, but no interest shall be payable to such a person in respect of such proceeds and the Company shall not be required to account for any money earned on such proceeds.

40. SURRENDER OF SHARES

- 40.1 A Shareholder shall be entitled to surrender any Share:
- (a) in respect of which the majority of the Board of Directors issue a notice of intended forfeiture;
 - (b) which the majority of the Board of Directors forfeit; or
 - (c) which has been forfeited.

The Directors shall be entitled to accept the surrender of any such Share.

- 40.2 The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share.
- 40.3 The Company shall be entitled to deal with a Share which has been surrendered in the same way as a Share which has been forfeited.

41. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

- 41.1 The Board may, if authorised to do so by an ordinary resolution (with Preferred Shareholder Consent):
- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
 - (b) appropriate any sum which they so decide to capitalise (a "**Capitalised Sum**") to such Shareholders pro rata to their respective holdings of Shares (the "**Shareholders Entitled**").

Article 36 of the Model Articles shall not apply to the Company.

- 41.2 Capitalised Sums may be applied on behalf of such Shareholders and in such proportions as the Board may (in its absolute discretion) deem appropriate.

- 41.3 Any Capitalised Sum may be applied in paying up new Shares up to the nominal amount (or such amount as is unpaid) equal to the Capitalised Sum, which are then allotted credited as fully paid to the Shareholders Entitled or as they may direct.
- 41.4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are allotted credited as fully paid to the Shareholders Entitled or as they may direct.
- 41.5 Subject to the Articles the Board may:
- (a) apply Capitalised Sums in accordance with Articles 41.3 and 41.4 partly in one way and partly another;
 - (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 41; and
 - (c) authorise any person to enter into an agreement with the Company on behalf of all of the Shareholders Entitled which is binding on them in respect of the allotment of Shares or debentures under this Article 41.