

Company Number 10482968

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS OF THE MEMBERS

of

Well In LTD

(the "Company")

Pursuant to chapter 2 of part 13 of Companies Act 2006, the following resolution (the "**Resolution**") is proposed by the directors as a special resolution. The Resolution was first circulated to members of the Company on 06/12/2016 (the "**Circulation Date**")

SPECIAL RESOLUTION

- 1 THAT the articles of association in the form attached to this Resolution be adopted as the new articles of association of the Company in substitution for and to the exclusion of all existing articles of association of the Company
- 2 THAT the V Ordinary shares in the capital of the Company whose legal owner is not Vestd Nominees Ltd be reclassified as A Ordinary shares, and their rights to be varied accordingly
- 3 THAT the rights of any remaining V Ordinary shares should be adapted to those outlined in the new articles of association



W000N

Please read the notes set out below before signing or taking any action on these resolutions

AGREEMENT OF MEMBERS

We, being persons entitled to vote on the Resolution on the Circulation Date, irrevocably agree to the Resolution



SIGNED by Tom Bolton

)

SIGNED by Vestd Nominees Limited

)

DocuSigned by

tom bolton

4781E6AB9A0C416

DocuSigned by

J Nani

9B6CCB656FC9444

NOTES

- 1.1 If you agree with the Resolutions, please
 - 1.1.1 sign this document above alongside your name or the name of the person on whose behalf you are authorised to act, and
 - 1.1.2 return the signed document (together with a copy of any authority under which you have signed it) by sending a copy of the signed document in pdf (portable document format) to [hello@vestd.com],

You should not return the document to any other person or address, whether such person's name and address is included in a document accompanying this document or otherwise. By returning the document as set out above you irrevocably confirm that any director of the Company is authorised at his sole discretion to deliver the document to the Company on your behalf and shall (until the date of delivery of such document to the Company) continue to hold the document as your agent and not as agent for the Company.

- 1.2 Unless by the end of the period of 28 days beginning with the Circulation Date sufficient agreement has been received by the Company for the Resolutions to pass, they will lapse.
- 1.3 If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power or authority when returning this document.



THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

**NEW ARTICLES OF ASSOCIATION
OF**



WELL IN LIMITED

CRN 10482968

(Adopted by a special resolution passed on 06/12/2016)

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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 3 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

2 Definitions

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

"A Shares" means the [ordinary]¹ shares of £0 000001p each in the capital of the Company from time to time or any other ordinary share in the capital of the Company² (not being a Deferred Share, V Share or Z Share)

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

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

"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)

"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), or

¹ This is to be amended accordingly if the company has a class of share with a different name

² It will need to be considered on a case by case basis where there is a company wishing to join the platform which has more than one class of ordinary share – the articles will need to be checked every time this approach is adopted



(b) any Member of the same 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

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

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

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

"Company" means Well In Limited

"Company's Lien" has the meaning given in Article 34 1

"Connected Person" has the meaning attributed by sections 1122 and 1123 CTA 2010

"Contributor" has the meaning given to it in the Vestd Membership Agreement

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

"CTA 2010" means the Corporation Tax Act 2010

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

"Deferred Shares" means deferred shares of £0 000001 each in the capital of the Company from time to time

"Dilution Factor" means the decimal number calculated (at the time in question) using the following formula

$$\frac{X}{Y}$$

where

"X" is the number of Equity Shares in issue (excluding any V Shares) immediately before the occurrence of the Material Funding Event divided by

$$1 - \frac{V}{1,000,000}$$

"V" is the number of V Shares in issue immediately before the occurrence of the Material Funding Event, and

"Y" is X plus the number of new Equity Shares (excluding any V Shares) issued pursuant to the Material Funding Event or at any time thereafter

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

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

"electronic form" and **"electronic means"** have the 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 or was employed by the Company or any member of the Group

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

"Equity Shares" means the Shares other than the Z Share and the Deferred Shares

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

"Expert Valuer" is as determined in accordance with Article 17.2

"Fair Value" is as determined in accordance with Article 17

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

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

"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 meaning as in section 1168 of the Act

"Hurdle" means, in relation to any V Shares, £0 (zero pounds) or such greater amount as is specified in the relevant Letter of Subscription as being the Hurdle applicable to those V Shares

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

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

"Letter of Subscription" means a letter of subscription (including, for the avoidance of doubt, in any electronic form) for any V Shares, executed and delivered to the Company from time to



time by a subscriber for V Shares, setting out the Hurdle for the V Shares that are being subscribed for

"Lien Enforcement Notice" has the meaning given in Article 34 3

"Lowest Hurdle" means the lowest Hurdle borne by the V Shares when compared to the Hurdle borne by all other V Shares

"Majority Holders" means the persons who together at the relevant time hold more than 50% in number of the A Shares in issue at that time

"Material Funding Event" completion of any round of financing whereby the Company raises funds from any bona fide person or persons who are not Shareholders or Connected Persons of any Shareholder (at the time of such funding event) and who have made an offer on arm's length terms and pursuant to such offer the Company shall issue Shares (including any Shares which are to be issued in accordance with the terms of any convertible debt instrument or warrant instrument issued pursuant to such offer) and the aggregate amount to be paid by such persons to the Company in consideration for the allotment and issue to them of such Shares is of an amount equal to or greater than £500,000, or as otherwise determined with Z Shareholder Consent

"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

"NASDAQ" means the NASDAQ Stock Market of the NASDAQ OMX Group Inc ,

"New Securities" means any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than (i) shares or securities issued as a result of the events set out in Article 12 7, or (ii) any V Shares, or (iii) any Z Share) excluding for the avoidance of doubt any Treasury Shares transferred by the Company after the Date of Adoption

"Offer" has the meaning set out in Article 19 2

"Offer Period" has the meaning set out in Article 19 3

"Original Shareholder" has the meaning set out in Article 15

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

"Permitted Transferee" means

- (c) in relation to a Shareholder who is an individual, any of his Privileged Relations, Trustees or Qualifying Companies, or
- (d) in relation to a Shareholder which is an undertaking (as defined in section 1161(1) of the Act) means any Member of the same Group, or

in each case subject to the approval of a majority of the Directors

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

"Proceeds of Sale" means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale

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

"Relevant Interest" has the meaning set out in Article 28.4

"Sale Shares" has the meaning set out in Article 16.2(a)

"Second Lowest Hurdle" means the second lowest Hurdle borne by the V Shares when compared to the Hurdle borne by all other V Shares

"Seller" has the meaning set out in Article 16.2

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

"Shares" means the A Shares, the V Shares, the Z Share, the Deferred Shares (if any) and any other shares in the Company from time to time

"Share Option Plan(s)" means the share option plan(s) of the Company, the terms of which have been approved with Z Shareholder Consent

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

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

"Task" has the meaning given to it in the Vestd Membership Agreement

"Task Agreement" has the meaning given to it in the Vestd Membership Agreement

"Transfer Notice" shall have the meaning given in Article 16.2

"Transfer Price" shall have the meaning given in Article 16.2(c)

"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



"V Share Percentage" means

- (a) before the occurrence of a Material Funding Event, 0.0001%, and
- (b) on or after the occurrence of any Material Funding Event, 0.0001% multiplied by the Dilution Factor (as calculated at the relevant time)

"V Shares" means the V Shares of £0.000001 each in the capital of the Company from time to time

"Vestd Membership Agreement" means the membership agreement which governs the operation of the Vestd platform (as operated by Vestd Limited (or its Permitted Transferees)) as amended from time to time

"Vestd Nominees" means Vestd Nominees Limited, a company registered in England and Wales with registered number 09578772

"Z Share" means the Z Share of £0.000001 each in the capital of the Company from time to time

"Z Shareholder" means the holder of the Z Share at the time in question

"Z Shareholder Consent" means the prior written consent of the Z Shareholder

3 Share capital

3.1 In these Articles, but subject to Article 3.8 and unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue

3.2 Vestd Limited shall act as the agent of Vestd Nominees (the holder of any V Shares allotted and issued) and Vestd Nominees agrees to appoint Vestd Limited as its agent in relation to any matter other than holding legal title to the V Shares. Vestd Nominees acknowledges that Vestd Limited shall have the authority to perform any such acts on its behalf. Where reference in these Articles is made to any person exercising the rights relating to the legal title of any V Shares, it shall be understood to mean Vestd Limited

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 the Act, the Company may purchase its own Shares to the extent permitted by section 692(1)(b) of the Act

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

3 8 For the purposes of Articles 19 and 20, each tranche of V Shares with the same Hurdle shall be treated as one class of shares which is separate from each other tranche of V Shares with a different Hurdle

3 9 The Company shall allot and issue only one Z Share

3 10 No Shareholder shall amend these articles without Z Shareholder Consent

4 Dividends

4 1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article **Error! Reference source not found**

4 2 Subject to Article 4 5, any Available Profits which the Company may determine to distribute in respect of any Financial Year, will be distributed among the holders of Shares as follows

- (a) first, the holders of any V Shares shall receive, in respect of each V Share held, an amount equal to the V Share Percentage of the Available Profits to be distributed, and
- (b) the balance of the Available Profits to be distributed shall be distributed among the A Shares pro rata to their respective holdings of A Shares

For the avoidance of doubt, the Z Share and the Deferred Shares shall have no right to dividends and shall not participate in any distribution of the Available Profits

4 3 Subject to the Act and these Articles, the Board may pay interim dividends if justified by the Available Profits in respect of the relevant period

4 4 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 5 When on the date of payment of any amounts pursuant to Article 4 2 a V Share has been issued by the Company in respect of a Task which has either not been completed by the Contributor in accordance with the terms of the Task Agreement and/or to the satisfaction of the Directors, no amounts shall be paid pursuant to Article 4 2 in respect of any such V Share until such Task has been completed by the Contributor in accordance with the terms of the Task Agreement and/or to the satisfaction of the Directors

5 Liquidation

On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities ("**Surplus Assets**") shall be applied (to the extent that the Company is lawfully permitted to do so)

- (a) first, a total sum of £1 shall be distributed amongst the holder of the Z Share and the Deferred Shares (if any) pro rata to their respective holdings of such Shares and as if such Shares constituted one class (which payment shall be deemed satisfied by payment to any one holder of such Shares),



- (b) second, if any Surplus Assets remain unpaid following any payments made pursuant to Article 5(a), then the balance of the Surplus Assets shall be distributed as follows (provided that if any V Shares are then in issue, the total amount distributed pursuant to this Article 5(b) shall not exceed an amount equal to the Lowest Hurdle)
 - (i) if any V Shares are then in issue, a total amount equal to 0.0001% of the Surplus Assets to be distributed pursuant to this Article 5(b) shall be distributed in aggregate among the holders of V Shares pro rata to the number of V Shares held, and
 - (ii) the balance of such Surplus Assets shall be distributed amongst the holders of A Shares pro rata to the number of A Shares held,
- (c) third, if any Surplus Assets remain unpaid following any payments made pursuant to Articles 5(a) and 5(b), then the balance of the Surplus Assets shall be distributed as follows (provided that if any V Shares are then in issue which bear a Hurdle that is greater than the Lowest Hurdle, the total amount distributed pursuant to this Article 5(c) shall not exceed the amount by which the Second Lowest Hurdle exceeds the Lowest Hurdle)
 - (i) the holders of any V Shares that bear the Lowest Hurdle shall receive, in respect of each such V Share held, an amount equal to the V Share Percentage of the total amount of Surplus Assets to be distributed pursuant to this Article 5(c),
 - (ii) if any V Shares are then in issue that do not participate in the Surplus Assets distributed in accordance with Article 5(c)(i), a total amount equal to 0.0001% of the Surplus Assets to be distributed pursuant to this Article 5(c) shall be distributed in aggregate among the holders of such V Shares pro rata to the number of V Shares held, and
 - (iii) the balance of such Surplus Assets shall be distributed among the holders of A Shares pro rata to the number of A Shares held,
- (d) fourth, if any Surplus Assets remain unpaid following any payments made pursuant to Articles 5(a), 5(b) and 5(c), then the balance of the Surplus Assets shall be distributed as follows (provided that if any V Shares are then in issue which bear a Hurdle that is greater than the Previous Hurdle, the total amount distributed pursuant to this Article 5(d) shall not exceed the amount by which the Next Hurdle exceeds the Previous Hurdle)
 - (i) the holders of any V Shares that bear the Previous Hurdle or any Lower Hurdle shall receive, in respect of each such V Share held, an amount equal to the V Share Percentage of the total amount of Surplus Assets to be distributed pursuant to this Article 5(d),
 - (ii) if any V Shares are then in issue that do not participate in the Surplus Assets distributed in accordance with Article 5(d)(i), a total amount equal to 0.0001% of the Surplus Assets to be distributed pursuant to this Article 5(d) shall be distributed in aggregate among the holders of such V Shares pro rata to the number of V Shares held, and
 - (iii) the balance of such Surplus Assets shall be distributed among the holders of A Shares pro rata to the number of A Shares held

and, for the purposes of this Article 5(d), the "**Previous Hurdle**" shall be the Second Lowest Hurdle, the "**Next Hurdle**" shall be the lowest Hurdle borne by V Shares (when compared to the Hurdle borne by all other V Shares) which is greater than the Previous Hurdle (if any) and the "**Lower Hurdle**" shall be any Hurdle that is less than the Previous Hurdle, and

- (e) fifth, if any Surplus Assets remain unpaid following any payments made pursuant to Articles 5(a), 5(b), 5(c) and 5(d), then the provisions of Article 5(d) shall continue to be applied, mutatis mutandis as if the references to the "**Previous Hurdle**" were a reference to the Next Hurdle on the previous application of the provisions of article 5(d) (including, for the avoidance of doubt, any application of such provisions in accordance with this Article 5(e)), to the balance of the Surplus Assets until all of the Surplus Assets have been distributed

6 Exit provisions

- 6 1 On a Share Sale (including, but not limited to, following the exercise of the rights contained in Articles 19 or 20), and notwithstanding anything contrary in the terms and conditions governing such Shares Sale, the Proceeds of Sale shall be distributed in the order of priority set out in Article 5 as if such Proceeds of Sale constituted Surplus Assets. Where any of the Proceeds of Sale for the Share Sale are to be paid after the date of completion of the Share Sale, such Proceeds of Sale shall (on the date that it is actually paid) be distributed amongst the shareholders in accordance with the provisions of Article 5 and after having taken into account all other Proceeds of Sale that has already been distributed in accordance with the provisions of Article 5
- 6 2 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 the Board (including, but without prejudice to the generality of this Article 6 2, actions that may be necessary to put the Company into voluntary liquidation) so that Article 5 applies
- 6 3 Notwithstanding any other provision of these Articles, immediately prior to an IPO, all the Shares shall be reorganised into one class of ordinary share or, as the case may be, deferred share on such basis as will entitle the holders of such shares to benefit from the economic effect of the IPO as if such event were a Share Sale of the entire issued share capital of the Company for total sale proceeds that are deemed to be equal to the price per share (expressed in pounds sterling to the nearest penny) at which ordinary shares are proposed to be sold in connection with the IPO (in the case of an offer for sale, being the underwritten price (or if applicable the minimum tender price), and in the case of a placing being the placing price) multiplied by the total number of ordinary shares in issue immediately prior to the IPO (excluding any new ordinary shares that are issued on the IPO)
- 6 4 All Shareholders shall adhere to the relevant provisions in the Vested Membership Agreement which relate to fees and payments upon completion of either a Share Sale, Asset Sale or IPO

7 Votes in general meeting and written resolutions

- 7 1 The A Shares shall confer on each holder of 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 V 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, other than at a class meeting of the holders of the V Shares
- 7 3 The Z Share (if any) shall not entitle the holder of it 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 4 The Deferred Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on,

or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company

7 5 Where Shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by him

7 6 No voting rights attached to a share which is nil paid or partly paid may be exercised

(a) at any general meeting, at any adjournment of it or at any poll called at or in relation to it, or

(b) on any proposed written resolution,

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

8 **Conversion of V Shares**

8 1 If

(a) any V Shares are issued to a Contributor (or to Vestd Nominees to hold as a nominee for a Contributor) pursuant to a Task Agreement, and

(b) the Task to which the Task Agreement relates is not completed by the Contributor in accordance with the terms of the Task Agreement and/or to the satisfaction of the Directors,

then the Directors may (with Z Shareholder Consent), by notice in writing to the holder of the V Shares, determine that some or all of such V Shares so issued shall be converted into Deferred Shares. Such conversion will be effective on the date of service of such notice to the holder of the V Shares

8 2 Any V Share shall convert into a Deferred Share pursuant to the terms of Article 8 1 on the basis of one Deferred Share for each V Share held without further authority than is contained in these articles

8 3 Upon the conversion of V Shares into Deferred Shares pursuant to Article 8 2, the Company shall be entitled to enter the holder of the Deferred Shares on the register of members of the Company as the holder of the appropriate number of Deferred Shares as from the date of such conversion taking effect. Upon the date of such conversion, each holder of V Shares which are to be converted into Deferred Shares shall deliver to the Company at its registered office the share certificate(s) (to the extent not already in the possession of the Company) (or an indemnity for lost certificate in a form acceptable to the Board) for the V Shares so converting and upon such delivery there shall be issued to each of them share certificate(s) for the number of Deferred Shares which are to so convert

9 **Consolidation of Shares**

9 1 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale

- 9 2 When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act and to these Articles, by ordinary resolution determine that, as between the Shares resulting from the sub-division or consolidation, any of them may have any preference or advantage or be subject to any restriction as compared with the others

10 Deferred Shares

- 10 1 The allotment or issue of Deferred Shares or the conversion or re-designation of shares into Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after their allotment, issue, conversion or re-designation, without obtaining the sanction of such holder(s), to

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

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

- 10 2 No Deferred Share may be transferred without the prior consent of the Board

- 10 3 The provisions of Article 16 shall not apply in relation to any purchase by the Company of Deferred Shares

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% in nominal value of the issued shares of that class. For the purposes of this Article 11, all V Shares shall be deemed to be one class of share whether or not they have the same Hurdle applying (unless the variation or abrogation is to the Hurdle applying to a tranche of V Shares and, in which case, such tranche of V Shares shall be treated as a separate class)

- 11 2 The consent of the holder(s) of the V Shares shall not be required to amend or otherwise vary these Articles, save where such amendment affects the special rights attaching to the V Shares

- 11 3 The issue of Shares of a particular class will not be deemed to be a variation or amendment of the special rights attached to any other class of Shares

12 Allotment of new shares or other securities pre-emption

- 12 1 Subject to the remaining provisions of this Article 12, the Directors are generally and unconditionally authorised for the purpose of section 551 of the Act to exercise any power of the Company to

- (a) allot Shares, or
- (b) grant rights to subscribe for or convert any securities into Shares,



to any persons, at any times and subject to any terms and conditions as the Directors think proper up to a maximum aggregate nominal amount of £1,000,000 150001 provided that

- (i) the maximum aggregate nominal amount of issued A Shares is £1,000,000,
- (ii) the maximum aggregate nominal amount of issued V Shares is £0 15, and
- (iii) only one Z Share shall be allotted and issued (with a nominal amount of £0 000001)

12 2 The authority conferred on the directors by this article shall

- (a) expire on the fifth anniversary of the date of adoption of these articles unless previously revoked, varied, waived or renewed by ordinary resolution of the Company, and
- (b) allow the directors to make an offer or enter into an agreement before the expiry of this authorisation which would or might require shares to be allotted or rights to be granted after the expiry of this authorisation and to allot such shares and grant such rights pursuant to any such offer or agreement after the expiry of this authorisation

12 3 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 4 Unless otherwise agreed by special resolution, if the Company proposes to allot any New Securities those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to all holders of A Shares (the "**Subscribers**") on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro rata basis to the number of A Shares held by those holders (as nearly as may be without involving fractions) The offer

- (a) shall be in writing, be open for acceptance from the date of the offer to the date 10 Business Days after the date of the offer (inclusive) (the "**Subscription Period**") and give details of the number and subscription price of the New Securities, and
- (b) may stipulate that any Subscriber who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities for which they wish to subscribe

12 5 If, at the end of the Subscription Period, the number of New Securities applied for is equal to or exceeds the number of New Securities, the New Securities shall be allotted to the Subscribers who have applied for New Securities on a pro rata basis to the number of A Shares held by such Subscribers which procedure shall be repeated until all New Securities have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any Subscriber beyond that applied for by him)

12 6 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 Directors may determine at the same price and on the same terms as the offer to the Subscribers

12 7 The provisions of Articles 12 4 to 12 6 (inclusive) shall not apply to

- (a) options to subscribe for A Shares pursuant to the exercise of options granted under any Share Option Plan,
- (b) New Securities issued in consideration of the acquisition by the Company of any company or business subject to Z Shareholder Consent,

(c) New Securities which subject to Z Shareholder Consent have agreed should be issued without complying with the procedure set out in this Article 12,

(d) New Securities issued as a result of a bonus issue of shares subject to Z Shareholder Consent

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

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 16 to 20 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee

13 5 The Directors may refuse to register a transfer if

(a) it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind,

(b) the transfer is to an Employee, Director or prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company,

(c) it is a transfer of a Share which is not fully paid

(i) to a person of whom the Directors do not approve, or

(ii) on which Share the Company has a lien,

(d) the transfer is not lodged at the registered office or at such other place as the Directors may appoint,

(e) the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for lost certificate in a form acceptable to the Board) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer,

(f) the transfer is in respect of more than one class of Shares,

(g) the transfer is in favour of more than four transferees, or

(h) these Articles otherwise provide that such transfer shall not be registered

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



13 6 The Directors may, as a condition to the registration of any transfer of shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement or similar document in force between some or all of the Shareholders and the Company in any form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 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 in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles the Directors may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares in the capital of the Company from time to time registered in the holder's name. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such shares in the capital of the Company in writing of that fact and the following shall occur

- (a) the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question), or
- (b) the withholding of payment of all dividends or other distributions 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 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

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 these Articles, will be treated as having specified that

- (a) the Transfer Price for the Sale Shares will be as agreed between the Board (any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares,
- (b) it does not include a Minimum Transfer Condition (as defined in Article 16 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 directors, which is executed by or on behalf of

- (a) the transferor, and
- (b) (if any of the shares is partly or nil paid) the transferee

14 Material Funding Event

- 14 1 The Company shall not be entitled to effect a Material Funding Event without obtaining Z Shareholder Consent. The Z Shareholder shall only be entitled to withhold such consent if it reasonably believes that the Material Funding Event either is not a bona fide transaction on arm's length terms, or that such transaction specifically prejudices any of the V Shares

- 14 2 The Company shall promptly provide the Z Shareholder with full details of any person or persons who wish to subscribe for such number of Shares as would constitute a Material Funding Event which may from time to time be brought to its attention

15 Permitted Transfers

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 subject to the consent of a majority of the Directors

16 Transfers of Shares subject to pre-emption rights

- 16 1 Save where the provisions of Articles 15, 18, and 20 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 16

- 16 2 A Shareholder who wishes to transfer Shares (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 wishes to transfer (the "**Sale Shares**"),
- (b) if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee,
- (c) the price at which he wishes to transfer the Sale Shares, and
- (d) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a "**Minimum Transfer Condition**")

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

- 16 3 No Transfer Notice once given or deemed to have been given under these Articles may be withdrawn

- 16 4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price

- 16 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 17,

the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Article 16 6 Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered

16 6 **Transfers Offer**

- (a) The Board shall offer the Sale Shares to the holders of A Shares 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 Article 16 6 will be conditional on the fulfilment of the Minimum Transfer Condition
- (c) If, at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of A Shares bears to the total number of A 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 16 7(e)

16 7 **Completion of transfer of Sale Shares**

- (a) If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for does not meet the Minimum Transfer Condition the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Article 16 6 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect
- (b) If
 - (i) the Transfer Notice does not include a Minimum Transfer Condition, or
 - (ii) the Transfer Notice does include a Minimum Transfer Condition and allocations have been made in respect of all or the minimum required number of the Sale Shares,

the Board shall, when no further offers are required to be made under Article 16 6 give written notice of allocation (an **"Allocation Notice"**) to the Seller and each Shareholder to whom Sale Shares have been allocated (an **"Applicant"**) specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 10 Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares

- (c) Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it
- (d) If the Seller fails to comply with the provisions of Article 16 7(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 16 7(f), the Seller may, within eight weeks after service of the Allocation Notice, transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price
- (f) The right of the Seller to transfer Shares under Article 16 7(e) does not apply if the Board is of the opinion on reasonable grounds that
 - (i) the transferee is a person (or a nominee for a person) who the Board determine in their absolute discretion is a competitor with (or an Associate of a competitor with) the business of the Company or with a Subsidiary Undertaking of the Company,
 - (ii) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee, or
 - (iii) the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above

17 Valuation of Shares

- 17 1 If no Transfer Price can be agreed between the Seller and the Board in accordance with provisions of Articles 13 9, 16 2 or otherwise then, on the date of failing agreement, the Board shall either
 - (a) appoint an expert valuer in accordance with Article 17 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
- 17 2 The Expert Valuer will be either
 - (a) the Auditors, or



- (b) (if otherwise agreed by the Board and the Seller) an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement not later than the date 10 Business Days after the date of service of the Transfer Notice to be nominated by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party and approved by the Company
- 17 3 The "**Fair Value**" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases
 - (a) valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer,
 - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,
 - (c) that the Sale Shares are capable of being transferred without restriction,
 - (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares (excluding any Shares held as Treasury Shares) without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent but taking account of the rights attaching to the Sale Shares, and
 - (e) reflect any other factors which the Expert Valuer reasonably believes should be taken into account
- 17 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
- 17 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
- 17 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)
- 17 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
- 17 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
- 17 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 sale price certified by the Expert Valuer is less than the price (if any) offered by the directors to the Seller for the Sale Share before Expert Valuer was instructed,

in which case the Seller shall bear the cost
- 18 **Compulsory transfers – general**
- 18 1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors

- 18 2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Directors may require the legal personal representatives of that deceased Shareholder either
- (a) to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer), or
 - (b) to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder

If either requirement in this Article 18 2 shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that, the Directors may otherwise determine

- 18 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 Directors may determine
- 18 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 18 4 shall not apply to the Z Shareholder or to Vestd Nominees (to the extent that Vestd Nominees is holding the legal title of any V Share as a nominee)

19 **Mandatory Offer on a Change of Control**

- 19 1 Except in the case of Permitted Transfers and transfers pursuant to Article 18 and after going through the pre-emption procedure in Article 16, 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 A 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 the other Shareholders to acquire all of the Equity Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 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
- 19 4 If any holder of Equity Shares is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect
- 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 16 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 16

19 7 The purchase price per Equity Share to be offered by the Proposed Purchaser in the Proposed Sale Notice ("**Specified Price**") shall be calculated on the assumption that the total purchase price (being the total purchase price payable to all the Proposed Sellers plus the total purchase price payable under the Offer on the assumption that all the Shareholders receiving that Offer accept the Offer) is to be distributed in accordance with the provisions of Article 6 1 For the avoidance of doubt, each share within a given class of shares shall be offered the same consideration, payable at the same time or times and in the same form, as each other share in that class (and, for these purposes, each V Share with a specified Hurdle shall be treated as being in the same class as every other V Share with the same Hurdle but as being in a different class to every other V Share with a different Hurdle)

20 **Drag-along**

20 1 This Article 20 1 applies in the event that a Proposed Purchaser enters into an agreement or agreements (the "**Purchase Agreements**") with the Majority Holders at the relevant time and any other Shareholders who agree to enter into the Purchase Agreements (together, the "**Selling Shareholders**") providing for the acquisition by the Proposed Purchaser of all of the Shares

20 2 The Purchase Agreements shall specify the consideration payable or transferable by the Proposed Purchaser to the Selling Shareholders for each Share (the "**Basic Consideration**") and, if agreed between the Proposed Purchaser and Selling Shareholders may also specify another form of consideration which all Selling Shareholders may elect to receive as an alternative, in whole or in part, to any part of the Basic Consideration (the "**Alternative Consideration**") The Purchase Agreements may otherwise contain whatever terms and conditions may be agreed between the Proposed Purchaser and any of the Selling Shareholders Notwithstanding any other provision of this Article 20 2 if any Selling Shareholder is to receive any consideration in the form of any share, debt instrument or other security in the capital of the Proposed Purchaser (or any member of its group) (the "**Non-Cash Consideration**"), then the Selling Shareholders and the Proposed Purchaser may agree that the consideration payable to any other Selling Shareholder or any Other Shareholder shall exclude any Non-Cash Consideration provided that alternative cash consideration of equivalent value to the Non-Cash Consideration is paid to the relevant Shareholder in place of the Non-Cash Consideration

20 3 Within a period of seven days immediately following the later of

- (a) the date or the latest of the dates on which the Purchase Agreements is or are entered into, and
- (b) if there are any conditions precedent which the Proposed Purchaser and the Selling Shareholders have agreed are to be satisfied or waived before the Proposed Purchaser gives notice under this Article 20 3, the date on which such conditions precedent have been satisfied or waived in accordance with the Purchase Agreements,

the Proposed Purchaser may give written notice in hard copy form to Shareholders who are not parties to the Purchase Agreements and to all other persons, whether or not members, who at the date of the notice have rights (whether or not contingent) granted by the Company to acquire Shares (together "**Other Shareholders**") requiring them to sell all the Shares held by them (or which would be held by them following the exercise of the rights held by each of them) and shall provide to each Other Shareholder with such notice the following documents in the respective forms agreed pursuant to the Purchase Agreements

- (i) a form of transfer for each class of Share held (or which would be held following the exercise of the rights held by him) by that Other Shareholder,

- (ii) a form of power of attorney in relation to the Shares held (or which would be held following the exercise of the rights held by him) by that Other Shareholder authorising the Proposed Purchaser or some other person nominated by the Proposed Purchaser, after completion of the sale of such Shares to the Proposed Purchaser, to exercise all rights attaching to such Shares pending registration of the Proposed Purchaser or its nominees as the holder thereof, and
- (iii) if applicable, a form of election for the Alternative Consideration

20 4 Following the giving by the Proposed Purchaser of a notice to each Other Shareholder under Article 20 3, each Other Shareholder shall

- (a) be deemed to have agreed to sell
 - (i) where he is the holder of Equity Shares, all of his Equity Shares with full title guarantee for an amount per Share equal to the price per Share payable to the Selling Shareholders for their Equity Shares,
 - (ii) where he is the holder of Deferred Shares, all of his Deferred Shares with full title guarantee for an aggregate amount of £0 01,
 - (iii) where he is the holder of Z Shares, all his Z Share with full title guarantee for an aggregate amount of £0 01,
- (b) be obliged, within 14 days of the date on which such notice is given or deemed to have been given to him, to deliver up to the Proposed Purchaser the documents provided to him with the notice pursuant to Article 20 3 in each case duly executed by him, together with the original certificates for the Shares held by him, except that failure to deliver up a duly executed form of election shall have the consequence that he will only be entitled to receive an amount per Share equal to the amounts specified in Article 20 4(a)

20 5 If any Other Shareholder fails to comply in full with Article 20 4(b)

- (a) the directors shall authorise and instruct such person or persons as they think fit to execute documents numbered (i) and, if applicable, (iii) referred to in Article 20 3 in the respective forms sent to that Other Shareholder and to deliver such documents to the Proposed Purchaser (or its agents) and, against receipt by the Company (on trust for that Other Shareholder) of the consideration receivable for the Shares held by that Other Shareholder, to register the Proposed Purchaser or its nominees as the holder thereof, and after the Proposed Purchaser or its nominees have been registered as the holder thereof the validity of such proceedings shall not be questioned by any person, and
- (b) the chairman (from time to time) of the Board (or if different of any relevant general meeting or any separate general meeting of a class of Shareholders of the Company) shall, pending registration of the Proposed Purchaser or its nominees as the holder of the Shares held by that Other Shareholder, be entitled
 - (i) to signify agreement to and authenticate on behalf of and to the exclusion of the Other Shareholder and in his complete discretion, any written resolution of the Company or any written resolution or written consent of any class of Shareholders of the Company, and
 - (ii) (in relation to any general meeting or any separate general meeting of a class of Shareholders of the Company) to sign on behalf of the Other Shareholder a form of proxy appointing the chairman of the meeting as the proxy of the Other Shareholder to attend, speak and vote (both on a poll and on a show of



hands) at any such general meeting or any such separate general meeting of any class of Shares of the Company,

and in both cases the relevant chairman shall be entitled to exercise the voting rights attached to such Shares as he thinks fit

20 6 Completion of the sale to the Proposed Purchaser of Shares by the Other Shareholders shall take place, and the payment and/or transfer by the Proposed Purchaser of the consideration therefor shall be made, in accordance with the Purchase Agreements

20 7 Notwithstanding any other provision of this Article 20, the consideration (in cash or otherwise) for which the Other Shareholders shall be obliged to sell each of their Shares shall be

(a) that to which they would be entitled if the total consideration proposed to be paid by the Proposed Purchaser were distributed to the holders of the Selling Shareholders' Shares and the Other Shareholders' Shares in accordance with the provisions of Article 6 1, and

(b) in the same form of consideration for each of the Shares held by Other Shareholders of a particular class as all other Shares of that class

21 General meetings

21 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

21 2 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairman

21 3 If a demand for a poll is withdrawn under article 44(3) of the Model Articles, the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made

21 4 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

21 5 No notice need be given of a poll not held immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken

21 6 If the poll is to be held more than 48 hours after it was demanded the Shareholders shall be entitled to deliver proxy notices in respect of the poll at any time up to 24 hours before the time appointed for taking that poll. In calculating that period, no account shall be taken of any part of a day that is not a working day

22 Proxies

22 1 Paragraph (c) of article 45(1) of the Model Articles shall be deleted and replaced by the words "is signed by or on behalf of the shareholder appointing the proxy and accompanied by any

the authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the directors)"

22 2 The instrument appointing a proxy and any authority under which it is signed or a certified copy of such authority or a copy in some other way approved by the Directors may

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

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

23 **Directors' borrowing powers**

The Directors may 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

24 **Alternate Directors**

24 1 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director (the "**Appointer**") 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 Appointer

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

24 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointer, or in any other manner approved by the Directors

24 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



24 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 Appointer

24 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 Appointers, and
- (d) are not deemed to be agents of or for their Appointers,

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 Appointer is a member

24 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 Appointer is not participating), and
- (b) may sign a Directors' written resolution (but only if his Appointer 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

24 7 A Director who is also an alternate Director is entitled, in the absence of his Appointer, to a separate vote on behalf of each Appointer, in addition to his own vote on any decision of the Directors (provided that his Appointer is an Eligible Director in relation to that decision)

24 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 Appointer's remuneration as the Appointer may direct by notice in writing made to the Company

24 9 An alternate Director's appointment as an alternate shall terminate

- (a) when the alternate's Appointer 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 Appointer, would result in the termination of the Appointer's appointment as a Director,
- (c) on the death of the alternate's Appointer, or
- (d) when the alternate's Appointer's appointment as a Director terminates

25 **Disqualification of Directors**

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

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

26 Proceedings of Directors

- 26 1 The quorum for Directors' meetings shall be two Directors (save that where a Relevant Interest of a Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, such Director 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), unless the Company has only one Director, in which case the quorum for Directors' meetings shall be one Director. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such meeting. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.
- 26 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.
- 26 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.
- 26 4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 26 5 Provided (if these Articles so require) that he has declared to the Directors, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting.
- 26 6 Questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of any equality of votes, the chairman shall not have a second or casting vote.
- 26 7 A decision of the Directors may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means). Reference in article 7(1) of the Model Articles to article 8 of the Model Articles shall be deemed to include a reference to this article also.

27 Delegation by Directors

- 27 1 Subject to these Articles the Directors may delegate any of the powers which are conferred on them under these Articles (including the allotment and issue of Shares pursuant to paragraph 12)
- (a) to such person or committee,
 - (b) by such means (including by power of attorney),
 - (c) to such an extent,
 - (d) in relation to such matters or territories, and



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(e) on such terms and conditions,

as they think fit

28 Directors' interests

Specific interests of a Director

28 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 which a Director is not aware

28 2 For the purposes of this Article 27, 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

28 3 In any situation permitted by this Article 27 (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

28 4 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 28 5 and 28 6, 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

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 27

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

28 5 Subject to Article 28 6 (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 27), 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

28 6 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 28 5 shall apply only if the conflict arises out of a matter which falls within Article 28 1 or has been authorised under section 175(5)(a) of the Act

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

28 7 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director shall take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation

- (a) absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered, and



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- (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

28 8 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 28 1 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest

- (a) falling under Article 28 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

28 9 Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 27

28 10 For the purposes of this Article 27

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

29 Notices

29 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 29

Notices in hard copy form

- 29 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
- 29 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

- 29 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 fax or email (provided that a fax number or 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 29 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
- 29 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 fax or email (where a fax number or 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 29 4(c), at the time such delivery is deemed to occur under the Act

29 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

29 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

29 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

29 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)

29 10 Any documents or information to be sent or supplied by the Company in respect of the V Shares shall be accessible on the principal website operated by the Z Shareholder

30 Information

30 1 The Company shall provide the Z Shareholder promptly with such other information as the Z Shareholder may reasonably request about the Company and its business

30 2 Nothing in this Article 30 shall require the Company to divulge to the Z Shareholder any information which the Board reasonably considers to be commercially sensitive

31 Indemnities and insurance

31 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 Director or any associated company is indemnified by the Company against

- (i) any liability incurred by the director to the Company or any associated company, or

- (ii) any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature, or
- (iii) any liability incurred by the director
 - (A) in defending any criminal proceedings in which he is convicted,
 - (B) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him, or
 - (C) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in Articles 31 1(a)(i), 31 1(a)(iii)(B) and 31 1(a)(iii)(C) applying,

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

- 31 2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring each Director against risks in relation to his office as each director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company



32 Data Protection

Each of the Shareholders and Directors consent to the processing of their personal data by the Company, the Shareholders and Directors (each a "**Recipient**") for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves. 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. Each of the Shareholders and Directors consent to the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

33 Secretary

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

34 **Lien**

34 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

34 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 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

34 3 Subject to the provisions of this Article 34, if

- (a) a notice complying with Article 34 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 Directors decide

34 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

34 5 Where any Share is sold pursuant to this Article 34

- (a) the 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

34 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

34 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

35 Call Notices

35 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

35 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

35 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

35 4 Before the Company has received any call due under a Call Notice the 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

35 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

35 6 Subject to the terms on which Shares are allotted, the 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

35 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
- 35 8 If the due date for payment of such a sum as referred to in Article 35 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
- 35 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)
- 35 10 For the purposes of Article 35 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, 5% 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)
- 35 11 The Directors may waive any obligation to pay interest on a call wholly or in part
- 35 12 The Directors may accept full payment of any unpaid sum in respect of a Share despite payment not being called under a Call Notice
- 36 **Forfeiture of Shares**
- 36 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

- (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
- 36 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 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
- 36 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
- 36 4 Any Share which is forfeited in accordance with these Articles
 - (a) shall be deemed to have been forfeited when the 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 Directors think fit
- 36 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 these 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
- 36 6 At any time before the Company disposes of a forfeited Share, the 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
- 36 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 Directors shall be entitled to authorise any person to execute the instrument of transfer
- 36 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 these Articles or by law, constitutes a good title to the Share



36 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

36 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

37 **Surrender of Shares**

37 1 A Shareholder shall be entitled to surrender any Share

(a) in respect of which the Directors issue a notice of intended forfeiture,

(b) which the Directors forfeit, or

(c) which has been forfeited

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

37 2 The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share

37 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

38 **Authority to capitalise and appropriation of capitalised sums**

38 1 The Board may, if authorised to do so by an ordinary resolution

(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 and in such proportions as the Board may in their absolute discretion deem appropriate (the "**Shareholders Entitled**")

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

38 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

38 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

38 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

38.5 The Board may

- (a) apply Capitalised Sums in accordance with Articles 38.3 and 38.4 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 38, 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 38

