

7556591

Company Number: 07666591

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION OF

DECODED LIMITED

(the "Company")

PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006

DATE OF CIRCULATION: 5th December 2013

WRITTEN RESOLUTION

We, the undersigned, being the members of the Company holding at least 75% of the voting rights who, at the date of this Written Resolution, would be entitled to attend and vote at general meetings of the Company, HEREBY PASS the following resolutions and agree that such resolutions shall, for all purposes, be as valid and effective as if the same had been passed by us at a general meeting of the Company duly convened and held

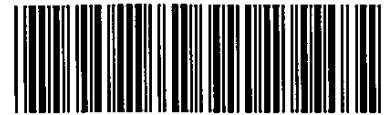
ORDINARY RESOLUTIONS

- 1 **THAT** the directors of the Company be generally and unconditionally authorised for the purposes of section 551 Companies Act 2006 to exercise all the powers of the Company to allot preference shares of a nominal value of £0.01 each in the Company up to an aggregate nominal amount of £7.06. This authority shall, unless renewed, varied or revoked by the Company, expire on the date five years from the date of this resolution, but the Company may make an offer or agreement before this authority expires which would or might require shares to be allotted after it has expired and the directors may allot shares under any such offer or agreement notwithstanding that the authority conferred by this resolution has expired.
- 2 **THAT** the 40 ordinary shares of nominal value of £1 each in the capital of the Company be sub-divided into 4,000 ordinary shares of nominal value of £0.01 each with immediate effect

SPECIAL RESOLUTIONS

- 3 **THAT**
- 3.1 subject to the passing of resolution 1 and in accordance with section 570 Companies Act 2006, the directors of the Company be generally empowered to allot equity securities (as defined in section 560 Companies Act 2006) pursuant to the authority conferred by resolution 1, as if section 561 Companies Act 2006 did not apply to any such allotment, and

WEDNESDAY



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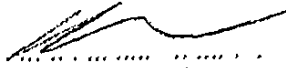
COMPANIES HOUSE

- 3 2 the Company may make an offer or agreement before this power expires which would or might require equity securities (as so defined) to be allotted after it has expired and the directors may allot equity securities under any such offer or agreement notwithstanding that the power conferred by this resolution has expired
- 4 THAT the Company adopt new articles of association in the form attached to this Written Resolution with immediate effect, such new articles of association to replace in their entirety the existing articles of association of the Company

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the above resolution by signing and dating this document below.

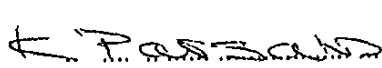
Signed by.


Alasdair Blackwell

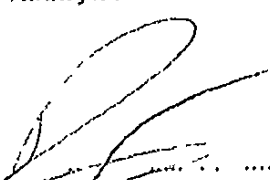
6 December 2013
Date


Stephen Henry

6 December 2013
Date


Kathryn Parsons

6 December 2013
Date


Richard Peters

6 December 2013
Date

NOTES

- (a) You can choose to agree to all of the resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by either sending it by post to the Company's registered office or by hand delivering the signed copy to any one of the Company's directors or by email to Richard Peters at richard@decoded.co. If you do not agree to the resolutions, you do not need to do anything; you will not be deemed to agree if you fail to reply.
- (b) Once you have indicated your agreement to the resolutions and returned them to the Company, you may not revoke your agreement.
- (c) Unless, by the date 28 days after the date of circulation of this document, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before close of business on this date.
- (d) 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 of attorney or authority when returning this document.

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
NEW

OLSWANG

ARTICLES OF ASSOCIATION

of

DECODED LIMITED

(Adopted by a special resolution passed on *6th December* 2013)

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THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
NEW
ARTICLES OF ASSOCIATION
of
DECODED LIMITED

(Adopted by a special resolution passed on [6th December] 2013)

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
- 1 3 1 article headings are used for convenience only and shall not affect the construction or interpretation of these articles,
- 1 3 2 words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa, and
- 1 3 3 Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 17(2), 17(3), 19, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company

2 DEFINITIONS

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

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

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

"**Admission Date**" means the date upon which an IPO becomes effective,

"Asset Sale" means the disposal by the Company of all or substantially all of its undertaking and assets,

"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
- (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,

"Bad Leaver" means, in respect of a Founder, that Founder ceasing to be an Employee

- (a) in circumstances where such person has been summarily dismissed under their employment agreement with the Company as a result of having
 - (i) become or been declared insolvent or committed any act of bankruptcy or convened a meeting of or made or proposed to make any arrangement or composition with creditors,
 - (ii) failed, in the reasonable opinion of the Board, to perform their duties to a satisfactory standard or having failed to maintain a satisfactory standard of conduct or performance, after having received a written warning from the Board and, in each case, where such failure has affected, jeopardised or been detrimental to the Company's business, or
 - (iii) ceased to be entitled to work in the position as described in their employment contract in the United Kingdom in accordance with the provisions of Section 15 of the Immigration, Asylum and Nationality Act 2006, or
- (b) in circumstances where he or she has resigned other than in response to a material breach of the Company's duties and obligations (whether express or implied) where such breach has not been remedied within one month of the date he or she notified the Company of the breach in writing in accordance with the statutory grievance procedures and requiring its remedy and/or other than in circumstances which are determined by an employment tribunal or at a court of competent jurisdiction from which there is no right of appeal to be constructive unfair dismissal and/or other in circumstances where such person has retired at age 60,

"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 Decoded Limited,

"Company's Lien" has the meaning given in article 33 1,

"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,

"Conversion Date" has the meaning given in article 8 3,

"CTA 2010" means the Corporation Tax Act 2010,

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

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

"Effective Termination Date" means the date on which the Employee's employment or consultancy terminates,

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

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

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

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

"Employee Share Option Plan(s)" means any employee share option plan(s) of the Company,

"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),

"Exit" means a Share Sale or an Asset Sale,

"Expert Valuer" is as determined in accordance with article 14 2,

"Fair Value" is as determined in accordance with article 14 4,

"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" and **"Financial Period"** means an accounting reference period (as defined by the Act) of the Company,

"Founder Shares" in relation to a Founder means all Shares in the Company held by

- (a) the Founder in question, and
- (b) by any Permitted Transferee of that Founder other than those Shares held by those persons that the Board with Investor Director Consent declares itself satisfied were not acquired directly or indirectly from the Founder or by reason of his relationship with the Founder,

"Founders" means Alasdair Blackwell, Kathryn Parsons, Richard Peters and Stephen Henry,

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

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

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

"Investment Agreement" means the investment agreement dated on or around the Date of Adoption between the Company, the Founders and Guardian Media Group plc,

"Investors" means Guardian Media Group plc and its Permitted Transferees,

"Investor Director Consent" means the prior written consent of the Investor Director and if the Investors have not appointed an Investor Director, Investor Majority Consent,

"Investor Director" means such director of the Company nominated by the Investors under article 26 1,

"Investor Majority" means the holders of a majority of the Preference Shares held by the Investors,

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

"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) to or the grant of permission by any like authority for the same to be admitted to or traded or quoted 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),

"IPO Amount" means the price per share at which any ordinary shares of the Company are sold, offered to be sold or offered on the Admission Date in connection with an 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 price at which ordinary shares are sold under the placing) multiplied by the number of ordinary shares in issue immediately prior to the Admission Date but excluding any ordinary shares issued or to be issued by the Company in connection with the IPO,

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

"Issue Price" means the price at which the relevant Share is issued, including any premium,

"Lien Enforcement Notice" has the meaning given in article 33 3,

"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 National 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 shares or securities issued as a result of the events set out in article 10 5),

"Non-Participating Founder" means a Founder who either

- (a) fails without the prior or subsequent permission of the Board (with the relevant Founder not voting) to physically attend any three consecutive Periodic Board Meetings, or
- (b) fails without the prior or subsequent permission of the Board (with the relevant Founder not voting) to physically attend three out of any five consecutive Periodic Board Meetings,

"Offer" has the meaning set out in article 19 2,

"Offer Period" has the meaning set out in article 19 3,

"Ordinary Shareholders" means the holders from time to time of the Ordinary Shares,

"Ordinary Shares" means the ordinary shares of £0 01 each in the capital of the Company,

"Periodic Board Meeting" means any Board meeting which is scheduled by the Board,

"Permitted Transfer" means a transfer of Shares in accordance with article 12,

"Permitted Transferee" means

- (a) in relation to a Shareholder who is an individual, any of his Privileged Relations or Trustees,
- (b) 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, and
- (c) in relation to an Investor
 - (i) any Member of the same Group, or
 - (ii) any nominee of an Investor,

"Preference Shares" means the preference shares of £0 01 each in the capital of the Company,

"Preference Shareholders" means the holders of the Preference Shares,

"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 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 Sale Shares" has the meaning given in article 19 3,

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

"Proposed Transfer" has the meaning given in article 19 1,

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

"Relevant Interest" has the meaning set out in article 29 5,

"Relevant Period" means the period from the Date of Adoption to the third anniversary of the Date of Adoption,

"Sale Shares" has the meaning set out in article 13 2 1 of these articles,

"Seller" has the meaning set out in article 13 2 of these articles,

"Shareholder" means any holder of any Shares,

"Shares" means the Ordinary Shares and the Preference Shares from time to time,

"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 acquiring a Controlling Interest in the Company, except where following completion of the sale the shareholders and the proportion of shares held by each of them are the same as the shareholders and their shareholdings in the Company immediately prior to the sale,

"Significant Shareholder" means a Shareholder which together with its Permitted Transferees holds not less than 5% of the entire issued share capital of the Company,

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

"Transfer Notice" shall have the meaning given in article 13 2,

"Transfer Price" shall have the meaning given in article 13 2 3,

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

"Very Bad Leaver" means, in respect of a Founder

- (a) that Founder ceasing to be an Employee in circumstances where such person has been summarily dismissed under their employment agreement with the Company as a result of having
 - (i) committed any serious breach or repeated or continued (after written warning) breach of their obligations under their service agreement or any rules or policies reasonably set by the Board from time to time, in any case, which, if capable of remedy, had not been remedied to the Board's satisfaction within one week of receipt by the Founder of notice by the Company requiring such remedy,

- (ii) been guilty of any conduct which brought such Founder, the Company or any Group Company into disrepute or was materially adverse to the interests or reputation of the Company or any Group Company,
 - (iii) been guilty of fraud, dishonesty, serious misconduct or serious incompetence in the performance of their duties or been convicted of any criminal offence (other than a minor offence under the Road Traffic Acts),
 - (iv) committed an offence under the Bribery Act 2010 or breached any Company policy on anti-corruption and/or bribery or related procedures,
 - (v) been disqualified from being a director by reason of any order made under the Company Directors Disqualification Act 1986 or any other enactment,
 - (vi) become addicted to or habitually under the influence of alcohol or any drug (other than a drug prescribed for the Founder by a medical practitioner for the treatment of a condition other than drug addiction) the possession of which is controlled by law, or
 - (viii) knowingly committed any deliberate act which was repeated or continued (after written warning) which amounted to discrimination, victimisation or harassment on any unlawful ground within the Equality Act 2010, or
- (b) that Founder having committed a material breach of the restrictive covenants contained in clauses 13.2 to 13.7 of the Investment Agreement which, if capable of remedy, has not been remedied to the Board's satisfaction within one week of receipt by the Founder of notice by the Company requiring such remedy

3 SHARE CAPITAL

- 3.1 In these articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue
- 3.2 Except as otherwise provided in these articles, the Preference Shares and the Ordinary Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares
- 3.3 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

- 3 4 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 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"

4 DIVIDENDS

- 4 1 Any Available Profits which the Company may determine to distribute in respect of any Financial Year will be distributed among the holders of the Shares (pari passu as if the Shares constituted one class of share) pro rata to their respective holdings of Shares
- 4 2 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 3 A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any sums unpaid on existing Shares held by the persons entitled to such capitalised sum
- 4 4 If
- 4 4 1 a Share is subject to the Company's Lien, and
- 4 4 2 the Directors are entitled to issue a Lien Enforcement Notice in respect of it,
- they may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company in respect of that Share to the extent that they are entitled to require payment under a Lien Enforcement Notice. Money so deducted shall be used to pay any of the sums payable in respect of that Share. The Company shall notify the distribution recipient in writing of
- 4 4 2 1 the fact and sum of any such deduction,
- 4 4 2 2 any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction, and
- 4 4 2 3 how the money deducted has been applied

5 LIQUIDATION PREFERENCE

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 shall be applied (to the extent that the Company is lawfully permitted to do so)

5 1 1 first in paying to each of the Preference Shareholders, in priority to any other classes of Shares, an amount per share held equal to the Issue Price (provided that if there are insufficient surplus assets to pay the amounts per share equal to the Issue Price, the remaining surplus assets shall be distributed to the Preference Shareholders pro rata to their respective holdings of Preference Shares), and

5 1 2 the balance of the surplus assets (if any) shall be distributed among the Ordinary Shareholders pro rata to the number of Ordinary Shares held

6 EXIT PROVISIONS

6 1 On a Share Sale the Proceeds of Sale shall be distributed in the order of priority set out in article 5 and the Directors shall not register any transfer of Shares if the Proceeds of Sale are not so distributed save in respect of any Shares not sold in connection with that Share Sale provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale

6 1 1 the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed in the order of priority set out in article 5, and

6 1 2 the Shareholders shall take any action reasonably required by the Investors to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in 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 reasonably required by the Investors (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

7 VOTES IN GENERAL MEETING

7 1 The Preference Shares shall confer on each holder of Preference 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 Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company

7 3 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

8 CONVERSION OF PREFERENCE SHARES

- 8 1 Any holder of Preference Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the Preference Shares held by them at any time
- 8 2 All of the Preference Shares shall automatically convert into Ordinary Shares if the holders of a majority of the Preference Shares then in issue so request by notice in writing to the Company
- 8 3 The relevant Preference Shares shall convert automatically on the date of the notice given pursuant to article 8 1 or 8 2, as the case may be (the "**Conversion Date**")
- 8 4 The notice given pursuant to article 8 1 or 8 2, as the case may be, may specify that conversion is conditional upon the occurrence of particular events (the "**Conditions**"), which conditions may be waived by such persons as may be specified in the notice
- 8 5 At least 10 Business Days after the Conversion Date each holder of the relevant Preference Shares shall deliver the certificate (or an indemnity in a form reasonably satisfactory to the Board in respect of any lost certificate(s)) in respect of the shares being converted for such shares to the Company at its registered office for the time being
- 8 6 If the Conditions have not been satisfied or waived by the relevant holder by the Conversion Date such conversion shall be deemed not to have occurred
- 8 7 On the Conversion Date, the relevant Preference Shares shall without further authority than is contained in these articles stand converted into Ordinary Shares on the basis of one Ordinary Share for each Preference Share held and the Ordinary Shares resulting from that conversion shall in all respects rank pari passu with the existing issued Ordinary Shares
- 8 8 The Company shall on the Conversion Date enter the holder of the converted Preference Shares on the register of members of the Company as the holder of the appropriate number of Ordinary Shares and, subject to the relevant holder delivering its certificate(s) (or indemnity) in respect of the Preference Shares in accordance with this article, the Company shall within 15 Business Days of the Conversion Date forward to such holder of Preference Shares by post to his address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares

9 VARIATION OF RIGHTS

- 9 1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 75 per cent in nominal value of the issued shares of that class

9 2 The creation of a new class of shares which has preferential rights to one or more existing classes of shares shall not constitute a variation of the rights of those existing classes of shares

9 3 No voting rights attached to a share which is nil paid may be exercised.

9 3 1 at any general meeting, at any adjournment of it or at any poll called at or in relation to it, or

9 3 2 on any proposed written resolution,

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

10 ALLOTMENT OF NEW SHARES OR OTHER SECURITIES: PRE-EMPTION

10 1 In accordance with sections 567(1) and/or 570 of the Act, 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

10 2 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 Shares on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares held by those holders (as nearly as may be without involving fractions) The offer

10 2 1 shall be in writing, give details of the number and subscription price of the New Securities, and

10 2 2 may stipulate that any Shareholder 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 ("**Excess Securities**") for which they wish to subscribe

10 3 Any New Securities not accepted by Shareholders pursuant to the offer made to them in accordance with article 10 2 shall be used for satisfying any requests for Excess Securities made pursuant to article 10 2 and in the event that there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants on a pro rata basis to the number of Shares held by the applicants immediately prior to the offer made to Shareholders in accordance with article 10 2 (as nearly as may be without involving fractions or increasing the number allotted to any Shareholder beyond that applied for by him) and after that allotment, any Excess Securities remaining 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 Shareholders

10 4 Subject to articles 10 2 and 10 3 and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper

- 10 5 The provisions of articles 10 2 to 10 4 shall not apply to
- 10 5 1 the grant of options to subscribe for Shares under any Employee Share Option Plan or any Shares issued pursuant to the exercise of any such options,
 - 10 5 2 New Securities issued or granted in order for the Company to comply with its obligations under these articles,
 - 10 5 3 New Securities issued in consideration of the acquisition by the Company of any company or business,
 - 10 5 4 New Securities which the Board (including the Investor Director) has agreed in writing should be issued without complying with the procedure set out in this article 10, and
 - 10 5 5 New Securities issued in accordance with the terms of the Investment Agreement
- 10 6 No Shares shall be allotted to any Employee, Director, prospective Employee or prospective director of the Company unless such person has entered into a joint section 431 ITEPA election with the Company
- 11 TRANSFERS OF SHARES – GENERAL**
- 11 1 In articles 11 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
- 11 2 No Share may be transferred unless the transfer is made in accordance with these articles
- 11 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
- 11 4 Any transfer of a Share by way of sale which is required to be made under articles 13 to 20 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee
- 11 5 The Directors may refuse to register a transfer if
- 11 5 1 it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind,
 - 11 5 2 the transfer is to an Employee, Director or prospective Employee or prospective director of the Company and such person has not entered in a joint section 431 ITEPA election with the Company,
 - 11 5 3 it is a transfer of a Share which is not fully paid
 - 11 5 3 1 to a person of whom the Directors do not approve, or

- 11 5 3 2 on which Share the Company has a lien,
- 11 5 4 the transfer is not lodged at the registered office or at such other place as the Directors may appoint,
- 11 5 5 the transfer is not accompanied by the certificate for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer,
- 11 5 6 the transfer is in respect of more than one class of Shares, or
- 11 5 7 the transfer is in favour of more than four transferees

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

- 11 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 the Investment Agreement or any other 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 11 6 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee
- 11 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, with Investor Director Consent, 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 they 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
- 11 7 1 the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights

11 7 1 1 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

11 7 1 2 to receive dividends or other distributions otherwise attaching to those shares or to any further shares issued in respect of those shares, and

11 7 2 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 11 7 1 1 above may be reinstated by the Board subject to Investor Director Consent and shall in any event be reinstated upon the completion of any transfer referred to in 11 7 1 2 above

11 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. If a Transfer Notice is required to be given or is deemed to have been given under these articles, the Transfer Notice will be treated as having specified that

11 8 1 the Transfer Price for the Sale Shares will be as agreed between the Board (any director 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 (subject to article 17) be the Fair Value of the Sale Shares,

11 8 2 it does not include a Minimum Transfer Condition (as defined in article 13 2 4), and

11 8 3 the Seller wishes to transfer all of the Shares held by it

11 9 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

11 9 1 the transferor, and

11 9 2 (if any of the shares is partly or nil paid) the transferee

12 PERMITTED TRANSFERS

12 1 A Shareholder (the "**Original Shareholder**") may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise

12 2 Where under the provision of a deceased Shareholder's will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently,

are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees, in each case without restriction as to price or otherwise. Shares previously transferred as permitted by this article 12.2 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.

- 12.3 If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to have given a Transfer Notice in respect of those Shares.
- 12.4 Trustees may (i) transfer Shares to a company in which they hold the whole of the share capital and which they control (a "**Qualifying Company**") or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise.
- 12.5 No transfer of Shares may be made to Trustees unless the Board is satisfied
- 12.5.1 with the terms of the trust instrument and in particular with the powers of the trustees,
- 12.5.2 with the identity of the proposed trustees,
- 12.5.3 the proposed transfer will not result in 50% or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts, and
- 12.5.4 that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.
- 12.6 If a company to which a Share has been transferred under article 12.4 ceases to be a Qualifying Company it must within five Business Days of so ceasing, transfer the Shares held by it to the Trustees or to a Qualifying Company (any may do so without restriction as to price or otherwise) failing which it will be deemed to have given a Transfer Notice in respect of such Shares.
- 12.7 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must, within 15 Business Days of so ceasing either
- 12.7.1 execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them, or
- 12.7.2 give a Transfer Notice to the Company in accordance with article 13.2,

failing which he shall be deemed to have given a Transfer Notice

12 8 On the death (subject to article 12 2), bankruptcy, liquidation, administrator or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.

12 9 A transfer of any Shares approved by Board with Investor Director Consent may be made without restriction as to price or otherwise and each transfer shall be registered by the Directors.

12 10 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by the Board with Investor Director Consent.

13 TRANSFERS OF SHARES SUBJECT TO PRE-EMPTION RIGHTS

13 1 Save where the provisions of articles 12, 19 and 20 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this article 13.

13 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

13 2 1 the number of Shares which he wishes to transfer (the "**Sale Shares**"),

13 2 2 if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee,

13 2 3 the price (in cash) at which he wishes to transfer the Sale Shares (the "**Transfer Price**"), and

13 2 4 whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a "**Minimum Transfer Condition**")

13 3 Except with the written consent of the Board including the Investor Director, no Transfer Notice once given or deemed to have been given under these articles may be withdrawn.

13 4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price

13 5 As soon as practicable following the later of

13 5 1 receipt of a Transfer Notice, and

13 5 2 in the case where the Transfer Price has not been specified or the Transfer Notice is deemed to have been served, the determination of the Transfer Price under article 14,

the Board shall offer the Sale Shares for sale to the persons and in the manner set out in articles 13 6 to 13 8 Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered

13 6 Transfers: First Offer

13 6 1 In the case of a Transfer Notice deemed to have been given under articles 16 or 17, the Board may offer the Sale Shares to such persons as the Board with Investor Director Consent determines 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 "**First Offer Period**") for the maximum number of Sale Shares they wish to buy

13 6 2 If, at the end of the First Offer Period, the number of Sale Shares that the offerees have elected to purchase is less than the number of Sale Shares, the balance (the "**Initial Surplus Shares**") will be dealt with in accordance with article 13 7

13 7 Transfers: Second Offer

13 7 1 After the expiry of the First Offer Period (if any), the Board shall offer the Initial Surplus Shares to all shareholders 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 30 Business Days after the offer (inclusive) (the "**Second Offer Period**") for the maximum number of Second Surplus Shares they wish to buy

13 7 2 If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under articles 13 6 to 13 8 will be conditional on the fulfilment of the Minimum Transfer Condition

13 7 3 If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is equal to or exceeds the number of Initial Surplus Shares, the Board shall allocate the Initial Surplus Shares to each Continuing Shareholder in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding Shares bears to the total number of Shares held by those Continuing Shareholders who have applied for Sale Shares 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

13 7 4 If not all Sale Shares are allocated in accordance with article 13 7 3 but there are applications for Sale Shares that have not been satisfied those Sale Shares shall be allocated to the relevant applicant(s) in accordance with the procedure set out in article 13 7 3

13 7 5 If, at the end of the Second Offer Period, the number of Sale Shares applied for is less than the number of Initial Surplus Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance (the "**Second Surplus Shares**") will be dealt with in accordance with article 13 8

13 8 **Transfers: Third Offer**

13 8 1 At the end of the Second Offer Period, the Board shall offer the Second Surplus Shares to all the Continuing Shareholders inviting them to apply in writing within the period from the date of the offer to the date 30 Business Days after the date of the offer (inclusive) (the "**Third Offer Period**") for the maximum number of the Second Surplus Shares they wish to buy

13 8 2 If, at the end of the Third Offer Period, the number of Second Surplus Shares applied for exceeds the number of Second Surplus Shares, the Board shall allocate the remaining Second Surplus Shares to each Continuing Shareholder in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of Shares bears to the total number of Shares (including Sale Shares) held by those Continuing Shareholders who have applied during the Third Offer Period for Initial Surplus Shares but no allocation shall be made to a Shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy

13 8 3 If, at the end of the Third Offer Period, the number of Second Surplus Shares applied for is less than the number of Second Surplus Shares, the Board shall allocate the Second Surplus Shares to the Continuing Shareholders in accordance with their applications and the balance (the "**Third Surplus Shares**") will be offered to any other person in accordance with article 13 9 5

13 9 **Completion of transfer of Sale Shares**

13 9 1 If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for is less than the number of Sale Shares the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under articles 13 6 to 13 8 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

13 9 2 If

- 13 9 2 1 the Transfer Notice does not include a Minimum Transfer Condition, or
- 13 9 2 2 allocations have been made in respect of all the Sale Shares,
- the Board shall, when no further offers are required to be made under articles 13 6 to 13 8, 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
- 13 9 3 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
- 13 9 4 If the Seller fails to comply with the provisions of article 13 9 3
- 13 9 4 1 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
- 13 9 4 1 1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants,
- 13 9 4 1 2 receive the Transfer Price and give a good discharge for it, and
- 13 9 4 1 3 (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
- 13 9 4 2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate)
- 13 9 5 If an Allocation Notice does not relate to all the Sale Shares then, subject to article 13 9 6, the Seller may, within eight weeks after service of the Allocation Notice, transfer the Third Surplus Shares to any person at a price at least equal to the Transfer Price provided that the sale of the Third Surplus Shares shall continue to be subject to any Minimum Transfer Conditions
- 13 9 6 The right of the Seller to transfer Shares under article 13 9 5 does not apply if the Board is of the opinion on reasonable grounds that

- 13 9 6 1 the transferee is a person (or a nominee for a person) who the Board (including the Investor Director) determines in its 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,
- 13 9 6 2 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
- 13 9 6 3 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

14 VALUATION OF SHARES

- 14 1 If a Transfer Notice does not specify a Transfer Price or, subject to article 11 8, if a Transfer Notice is deemed to have been served then, upon service of the Transfer Notice or, in the case of the deemed service of a Transfer Notice, on the date on which the Board first has actual knowledge of the facts giving rise to such deemed service, the Board shall either
 - 14 1 1 appoint an expert valuer in accordance with article 14 2 (the "**Expert Valuer**") to certify the Fair Value of the Sale Shares, or (if the Fair Value has been certified by an Expert Valuer within the preceding 12 weeks)
 - 14 1 2 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
- 14 2 The Expert Valuer will be either
 - 14 2 1 the Auditors, or (if so specified in the relevant Transfer Notice)
 - 14 2 2 a chartered accountant 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 appointed by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party
- 14 3 The Company may enter into terms of engagement with such Expert Valuer and such terms shall be binding on the Company and all the shareholders and shall not be challenged by any shareholder
- 14 4 The "**Fair Value**" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases
 - 14 4 1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer,

- 14 4 2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,
- 14 4 3 that the Sale Shares are capable of being transferred without restriction,
- 14 4 4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent, and
- 14 4 5 reflect any other factors which the Expert Valuer reasonably believes should be taken into account
- 14 5 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit
- 14 6 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of its appointment and to deliver a certificate to the Board of its determination and shall not be obliged to give reasons for its valuation
- 14 7 The Expert Valuer shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error) Where there is fraud or manifest error the relevant part of the determination shall be void and shall be referred back to the Expert Valuer for correction
- 14 8 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to the Expert Valuer agreeing such confidentiality provisions as the Board may reasonably impose
- 14 9 The Expert Valuer shall deliver a certificate of its determination 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
- 14 10 The cost of obtaining the certificate shall be paid by the Company unless
 - 14 10 1 the Seller cancels the Company's authority to sell, or
 - 14 10 2 the sale is pursuant to a Transfer Notice which is deemed to have been served, and the Sale Price certified by the Expert Valuer is either (i) not more than 10 per cent more than or (ii) less than the price (if any) offered by the directors to the Seller for the Sale Shares before Expert Valuer was instructed,

in which case the Seller shall bear the cost

15 COMPULSORY TRANSFERS – GENERAL

15 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

15 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

15 2 1 to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer), or

15 2 2 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 15 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

15 3 In the event that a Founder has ceased to be an Employee and is either dead or a registered medical practitioner has determined that he lacks capacity under s2(1) of the Mental Capacity Act 2005 in relation to any matter, all voting rights attached to the Founder Shares of such Founder shall (unless the Board determines otherwise) be suspended and the holders of any shares the voting rights of which are so suspended shall be entitled to receive notice of and to attend all general meetings of the Company but shall have no right to vote either in person or by proxy provided that voting rights so suspended shall automatically be restored immediately prior to an IPO and provided that if any such person validly transfers any such Founder Shares in accordance with these Articles (other than to a Permitted Transferee) all voting rights attached to such Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) be automatically restored

15 4 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, 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

15 5 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 15 5 shall not apply to a member that is an Investor

16 COMPULSORY TRANSFER – NON-PARTICIPATING FOUNDERS

- 16 1 Other than where article 17 applies, if any Founder becomes during the Relevant Period a Non-Participating Founder then the Board may determine at any time within the period of six months following the date on which he becomes a Non-Participating Founder that, in respect of such Founder, each holder of Founder Shares shall be deemed to have given a Transfer Notice in respect of the following percentage of each class of the Founder Shares held

Date on which Founder becomes a Non-Participating Founder	Proportion
Prior to the first anniversary of the Date of Adoption	75%
From and including the first anniversary of the Date of Adoption but prior to the second anniversary of the Date of Adoption	50%
From and including the second anniversary of the Date of Adoption	25%

- 16 2 The Transfer Price shall be the Fair Value of the relevant Founder Shares

17 COMPULSORY TRANSFER – LEAVERS

- 17 1 If any Founder becomes a Bad Leaver within a period of three years from the date of adoption of these Articles then the Board (acting reasonably and with the approval of each of the other Directors (save for, the avoidance of doubt, the Bad Leaver)) may determine at any time within the period of six months following the date on which such Founder becomes a Bad Leaver that, in respect of such Founder, each holder of Founder Shares shall be deemed to have given a Transfer Notice in respect of 50% of their Founder Shares. In such circumstances the Transfer Price shall be the lower of Fair Value of the Founder Shares and the nominal value of such Founder Shares. In respect of the 50% balance of their Founder Shares, such Founder may (at his or her discretion) elect to either retain such Founder Shares or serve a Transfer Notice in respect of such Founder Shares, in which case the Transfer Price shall be the Fair Value of such Founder Shares. All voting rights attached to such Founder Shares which are retained shall (unless the Board determines otherwise) at the time he or she becomes a Bad Leaver be suspended and any such person whose voting rights are so suspended shall be entitled to receive notice of and to attend all general meetings of the Company but shall have no right to vote either in person or by proxy provided that voting rights so suspended shall automatically be restored immediately prior to an IPO and provided that if any such person validly transfers any such Founder Shares (other than to a Permitted Transferee) in accordance with these Articles all voting rights attached to such Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) be automatically restored.

- 17 2 If any Founder becomes a Very Bad Leaver at any time from the date of adoption of these Articles then the Board (acting reasonably and with the approval of each of the other Directors (save for, the avoidance of doubt, the Very Bad Leaver)) may determine at any time within the period of six months following the date on which such Founder becomes a

Very Bad Leaver that, in respect of such Founder, each holder of Founder Shares shall be deemed to have given a Transfer Notice in respect of 100% of their Founder Shares. In such circumstances the Transfer Price shall in respect of 75% of their Founder Shares be the lower of Fair Value of the Founder Shares and the nominal value of such Founder Shares and in respect of 25% of their Founder Shares shall be the Fair Value of such Founder Shares.

- 17.3 If any Founder ceases to be an Employee at any time from the date of adoption of these Articles in circumstances where such person is neither a Bad Leaver nor a Very Bad Leaver then he or she shall be deemed to be a "Good Leaver" and in such circumstances such person shall be entitled to retain 100% of their Founder Shares.

18 RESTRICTED SHARES

- 18.1 All voting rights attached to Founder Shares which are the subject of a Transfer Notice (the "**Restricted Shares**") shall from the date on which the Transfer Notice is deemed to have been served be suspended unless the Board with Investor Director Consent notify the relevant Founder otherwise.
- 18.2 Restricted Shares shall confer on the holders of Restricted Shares the right to receive a notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution. Voting rights suspended pursuant to article 18.1 shall be automatically restored immediately prior to an IPO. If a Restricted Member transfers any Restricted Shares in the Company in accordance with these articles all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored.

19 MANDATORY OFFER ON A CHANGE OF CONTROL

- 19.1 Except in the case of Permitted Transfers and transfers pursuant to articles 15, 16 and 17, after going through the pre-emption procedure in article 13, the provisions of article 19.2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Shares (the "**Proposed Transfer**") which would, if put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in Concert with him) acquiring a Controlling Interest in the Company.
- 19.2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the "**Offer**") to the other Shareholders to acquire all of the Company's Shares at a price per share equal to the amount per share that the Proposed Sellers and Accepting Shareholders (as defined below) would be entitled to if the Proceeds of Sale were distributed to the Proposed Sellers and Accepting Shareholders in accordance with article 6.1.
- 19.3 The Offer must be given by written notice (a "**Proposed Sale Notice**") at least 10 Business Days (the "**Offer Period**") prior to the proposed sale date ("**Proposed Sale Date**"). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and

conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser (the "**Proposed Sale Shares**")

- 19 4 If any other holder of Shares is not given the rights accorded him by this article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect
- 19 5 If the Offer is accepted by any Shareholder (an "**Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders
- 19 6 The Proposed Transfer is subject to the pre-emption provisions of article 13 but the purchase of the Accepting Shareholders' shares shall not be subject to article 13
- 19 7 For the purpose of this article the expression "**transfer**" and "**purchaser**" shall include the renunciation of a renounceable letter of allotment and the renounee under any such letter of allotment respectively,

20 **DRAG-ALONG**

- 20 1 If the holders of 70% of the Shares (the "**Selling Shareholders**") wish to transfer all their interest in Shares (the "**Sellers' Shares**") to a Proposed Purchaser, the Selling Shareholders shall, subject to articles 20 11 to 20 14, have the option (the "**Drag Along Option**") to require all the other holders of Shares (the "**Called Shareholders**") to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct in accordance with the provisions of this article
- 20 2 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a "**Drag Along Notice**") to the Company which the Company shall forthwith after complying with articles 20 11 to 20 14 copy to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Proposed Purchaser. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") under this article, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with this article) and the proposed date of transfer
- 20 3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Proposed Purchaser within 40 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice
- 20 4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Proposed Purchaser were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of article 6 1, provided that no Investor shall be obliged to sell any Shares for consideration other than cash without Investor Director Consent

- 20 5 No Drag Along Notice may require a Called Shareholder to agree to any terms except those specifically provided for in this article
- 20 6 Within five Business Days of the Proposed Purchaser serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Shares in favour of the Proposed Purchaser or as the Proposed Purchaser shall direct, together with the relevant share certificate(s) (or a suitable indemnity in lieu thereof) to the Company. On the expiration of that five Business Day period the Company shall pay the Called Shareholders, on behalf of the Proposed Purchaser, the amounts they are due pursuant to article 20 4 to the extent the Proposed Purchaser has put the Company in the requisite funds. The Company's receipt for the amounts due pursuant to article 20 4 shall be a good discharge to the Proposed Purchaser. The Company shall hold the amounts due to the Called Shareholders pursuant to article 20 4 in trust for the Called Shareholders without any obligation to pay interest.
- 20 7 To the extent that the Proposed Purchaser has not, on the expiration of such five Business Day period, put the Company in funds to pay the amounts due pursuant to article 20 4, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate (or suitable indemnity) for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this article 20 in respect of their Shares.
- 20 8 If a Called Shareholder fails to deliver stock transfer forms and share certificates (or suitable indemnity) for its Shares to the Company upon the expiration of that five Business Day period, the Directors shall, if requested by the Proposed Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Proposed Purchaser (or its nominee(s)) to the extent the Proposed Purchaser has, at the expiration of that five Business Day period, put the Company in funds to pay the amounts due pursuant to article 20 4 for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or provide a suitable indemnity) to the Company. On surrender, he shall be entitled to the amount due to him pursuant to article 20 4.
- 20 9 Any transfer of Shares to a Proposed Purchaser (or as they may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of article 13.
- 20 10 On any person, following the issue of a Drag Along Notice, becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a "New Shareholder"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Proposed Purchaser or as the Proposed Purchaser may direct and the provisions of this article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

- 20 11 Prior to serving a Drag-Along Notice on any Called Shareholder, the Company shall give written notice (a **"Matching Option Notice"**) to the Investors specifying the information that would be required to be specified in a Drag Along Notice under article 20 2. The Investors shall then have the option (the **"Matching Option"**) to require the Selling Shareholders to sell and transfer all their Shares to the Investors or as an Investor Majority may direct in accordance with the provisions of the remainder of this article.
- 20 12 The Investors may exercise the Matching Option by an Investor Majority giving written notice to that effect (a **"Matching Exercise Notice"**) to the Company at any time within 20 Business Days of the Company serving a Matching Option Notice on the Investors which the Company shall forthwith copy to the Selling Shareholders. A Matching Exercise Notice shall specify that the Selling Shareholders are required to transfer the Sellers' Shares under this article, the persons to whom they are to be transferred (the **"Matching Purchaser"**) and the proposed date of transfer.
- 20 13 The consideration (in cash or otherwise) for which the Selling Shareholders shall be obliged to sell each of the Sellers' Shares shall be that to which they would have been entitled if the entire issued share capital of the Company had been sold to the Proposed Purchaser in accordance with this article 20.
- 20 14 Articles 20 5 to 20 9 shall apply to the sale of the Sellers' Shares to the Matching Purchaser except that any reference to "Drag Along Notice" will be construed as "Matching Exercise Notice", any reference to "Called Shareholder" will be construed as "Selling Shareholder" and any reference to "Proposed Purchaser" will be construed as "Matching Purchaser".

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 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

22 2 1 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,

22 2 2 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

22 2 3 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 of obligation of the Company or of any third party

24 **ALTERNATE DIRECTORS**

24 1 Any person (the "**Appointer**") may appoint any director or any other person as he thinks fit to be his alternate Director to

24 1 1 exercise that Director's powers, and

24 1 2 carry out that Director's responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor

provided that (a) if Andrew Miller (as Investor Director) wishes to appoint any alternate Director other than Darren Singer or Alan Hudson then he must obtain the prior approval of the Board (acting reasonably) to do so, and (b) the appointment of an alternate Director by a Founder shall require Investor Director Consent

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

24 3 The notice must

24 3 1 identify the proposed alternate, and

24 3 2 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 Appointor

24 5 Except as these articles specify otherwise, alternate directors

24 5 1 are deemed for all purposes to be Directors,

24 5 2 are liable for their own acts and omissions,

24 5 3 are subject to the same restrictions as their Appointors, and

24 5 4 are not deemed to be agents of or for their Appointors,

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

24 6 A person who is an alternate Director but not a Director

24 6 1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating), and

24 6 2 may sign a Directors' written resolution (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate)

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

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

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

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

24 9 1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

24 9 2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director,

24 9 3 on the death of the alternate's Appointor, or

24 9 4 when the alternate's Appointor's appointment as a Director terminates

25 NUMBER OF DIRECTORS

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

26 APPOINTMENT OF DIRECTORS

26 1 For so long as Investors together are a Significant Shareholder they shall have the right to appoint and maintain in office such natural person as an Investor Majority may from time to time nominate as a director of the Company (and as a member of each and any committee of the Board) and to remove any director so appointed and, upon his removal whether by the Investors or otherwise, to appoint another director in his place

26 2 For so long as each of the Founders is a Significant Shareholder, remains an Employee and is not a Non-Participating Founder he shall have the right to appoint and maintain in office himself as a director of the Company (and as a member of each and any committee of the Board)

26 3 An appointment or removal of a Director under article 26 1 will take effect at and from the time when the notice is received at the registered office of the Company or produced to a meeting of the directors of the Company

27 DISQUALIFICATION OF DIRECTORS

27 1 In addition to that provided in Article 18 of the Model Articles, the office of a Director (other than an Investor Director) shall also be vacated if

27 1 1 he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated, or

27 1 2 in the case of a Director who is a Founder who has (i) ceased to be a Significant Shareholder, (ii) ceased to be an Employee, or (iii) become a Non-Participating Founder, a majority of his co-Directors serve notice on him in writing, removing him from office

27 2 Articles 18(b) to (e) of the Model Articles inclusive shall not apply to an Investor Director

28 PROCEEDINGS OF DIRECTORS

28 1 The quorum for Directors' meetings shall be a majority of the Directors who are then appointed of which one must be the Investor Director (save that where a Relevant Interest of an Investor Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, such Investor Director and any other interested Director shall not be included for the purpose of such authorisation but shall be included for the purpose of forming the quorum) 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 At any such adjourned meeting the quorum shall be any two Directors

28 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

28 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

28 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

28 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

28 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

28 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

29 DIRECTORS' INTERESTS

Specific Interests of a Director

29 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

29 1 1 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,

29 1 2 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,

29 1 3 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,

29 1 4 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,

29 1 5 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,

29 1 6 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,

29 1 7 an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest, or

29 1 8 any other interest authorised by ordinary resolution

Interests of an Investor Director

29 2 In addition to the provisions of article 29 1, subject to the provisions of the Act and provided (if these articles so require) that he has declared to the Directors in accordance with the provisions of these articles, the nature and extent of his interest, where a Director is an Investor Director he may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor in

29 2 1 an Investor, or

29 2 2 another body corporate or firm in which an Investor has directly or indirectly invested, including without limitation any portfolio companies

Interests of which a Director is not aware

29 3 For the purposes of this article 29, 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

29 4 In any situation permitted by this article 29 (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

29 5 Subject to article 29 6, any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("Interested Director") who has proposed that the Directors authorise his interest ("Relevant Interest") pursuant to that section may, for the avoidance of doubt

29 5 1 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

29 5 1 1 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,

29 5 1 2 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

29 5 1 3 restricting the application of the provisions in articles 29 7 and 29 8, so far as is permitted by law, in respect of such Interested Director,

29 5 2 be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Situation as they see fit from time to time, and

subject to article 29 6, an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this article 29

Terms and conditions of Board authorisation for an Investor Director

29 6 Notwithstanding the other provisions of this article 29, it shall not (save with the consent in writing of an Investor Director) be made a condition of any authorisation of a matter in relation to that Investor Director in accordance with section 175(5)(a) of the Act, that he shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the Directors or that he shall be required to disclose, use or apply confidential information as contemplated in article 29 8

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

29 7 Subject to article 29 8 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this article 29), 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

29 7 1 to disclose such information to the Company or to any Director, or to any officer or employee of the Company, or

29 7 2 otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director

29 8 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, article 29 7 shall apply only if the conflict arises out of a matter which falls within article 29 1 or article 29 2 or has been authorised under section 175(5)(a) of the Act

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

- 29 9 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may 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
- 29 9 1 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
- 29 9 2 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 to declare an interest

- 29 10 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by article 29 1 or article 29 2 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest
- 29 10 1 falling under article 29 1 6,
- 29 10 2 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
- 29 10 3 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

- 29 11 Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this article 29
- 29 12 For the purposes of this article 29
- 29 12 1 a conflict of interest includes a conflict of interest and duty and a conflict of duties,

29 12 2 the provisions of section 252 of the Act shall determine whether a person is connected with a Director,

29 12 3 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

30 NOTICES

30 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

30 1 1 in hard copy form,

30 1 2 in electronic form, or

30 1 3 (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 31

Notices in hard copy form

30 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)

30 2 1 to the Company or any other company at its registered office, or

30 2 2 to the address notified to or by the Company for that purpose, or

30 2 3 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

30 2 4 in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors, or

30 2 5 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

30 2 6 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

30 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

30 3 1 if delivered, at the time of delivery,

30 3 2 if posted, on receipt or 48 hours after the time it was posted, whichever occurs first

Notices in electronic form

30 4 Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these articles may

30 4 1 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,

30 4 2 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 30 2, or

30 4 3 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

30 4 3 1 on its website from time to time, or

30 4 3 2 by notice (in hard copy or electronic form) to all members of the Company from time to time

30 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

30 5 1 if sent by facsimile 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,

30 5 2 if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first,

30 5 3 if delivered in an electronic form, at the time of delivery, and

30 5 4 if sent by any other electronic means as referred to in article 30 4 3 2, at the time such delivery is deemed to occur under the Act

30 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

- 30 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

- 30 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
- 30 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)

31 INDEMNITIES AND INSURANCE

- 31 1 Subject to the provisions of and so far as may be permitted by, the Act

31 1 1 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 of the Company or any associated company is indemnified by the Company against

31 1 1 1 any liability incurred by the director to the Company or any associated company, or

31 1 1 2 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

31 1 1 3 any liability incurred by the director

31 1 1 3 1 in defending any criminal proceedings in which he is convicted,

31 1 1 3 2 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

31 1 1 3 3 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 1 1, 31 1 1 3 1 and 31 1 1 3 3 applying,

31 1 2 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 **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

33 **LIEN**

33 1 The Company shall have a first and paramount lien (the "**Company's Lien**") over every Share not fully paid for all and any indebtedness of any holder of it to the Company (whether a sole holder or one of two or more joint holders), whether or not that indebtedness or liability is in respect of the Shares concerned and whether or not it is presently payable

33 2 The Company's Lien over a Share

33 2 1 shall take priority over any third party's interest in that Share, and

33 2 2 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

33 3 Subject to the provisions of this article 33, if

33 3 1 a notice complying with article 33 4 (a "**Lien Enforcement Notice**") has been given by the Company in respect of a Share, and

33 3 2 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

33 4 A Lien Enforcement Notice

33 4 1 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,

33 4 2 must specify the Share concerned,

33 4 3 must require payment of the sum payable within 14 days of the notice,

33 4 4 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

33 4 5 must state the Company's intention to sell the Share if the notice is not complied with

33 5 Where any Share is sold pursuant to this article 33

33 5 1 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

33 5 2 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

33 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

33 6 1 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,

33 6 2 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 in a form reasonably satisfactory to the Directors 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

33 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

33 7 1 shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and

33 7 2 subject to compliance with any other formalities of transfer required by these articles or by law, shall constitute a good title to the Share

34 CALL NOTICES

34 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 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

34 2 A Call Notice

34 2 1 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),

34 2 2 shall state when and how any call to which it relates it is to be paid, and

34 2 3 may permit or require the call to be paid by instalments

34 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

34 4 Before the Company has received any call due under a Call Notice the Directors may

34 4 1 revoke it wholly or in part, or

34 4 2 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

34 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

34 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

34 6 1 pay calls which are not the same, or

34 6 2 pay calls at different times

- 34 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)
- 34 7 1 on allotment,
- 34 7 2 on the occurrence of a particular event, or
- 34 7 3 on a date fixed by or in accordance with the terms of issue
- 34 8 If the due date for payment of such a sum as referred to in article 34 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
- 34 9 If a person is liable to pay a call and fails to do so by the Call Payment Date (as defined below)
- 34 9 1 the Directors may issue a notice of intended forfeiture to that person, and
- 34 9 2 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)
- 34 10 For the purposes of article 34 9
- 34 10 1 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,
- 34 10 2 the "**Relevant Rate**" shall be
- 34 10 2 1 the rate fixed by the terms on which the Share in respect of which the call is due was allotted,
- 34 10 2 2 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
- 34 10 2 3 if no rate is fixed in either of these ways, five per cent a year,
- provided that the Relevant Rate shall not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a)
- 34 11 The Directors may waive any obligation to pay interest on a call wholly or in part
- 34 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

35 FORFEITURE OF SHARES

35 1 A notice of intended forfeiture

35 1 1 may be sent in respect of any Share in respect of which a call has not been paid as required by a Call Notice,

35 1 2 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,

35 1 3 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,

35 1 4 shall state how the payment is to be made, and

35 1 5 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

35 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

35 3 Subject to these articles, the forfeiture of a Share extinguishes

35 3 1 all interests in that Share, and all claims and demands against the Company in respect of it, and

35 3 2 all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company

35 4 Any Share which is forfeited in accordance with these articles

35 4 1 shall be deemed to have been forfeited when the Directors decide that it is forfeited,

35 4 2 shall be deemed to be the property of the Company, and

35 4 3 may be sold, re-allotted or otherwise disposed of as the Directors think fit

35 5 If a person's Shares have been forfeited then

35 5 1 the Company shall send that person notice that forfeiture has occurred and record it in the register of members,

35 5 2 that person shall cease to be a Shareholder in respect of those Shares,

- 35 5 3 that person shall surrender the certificate for the Shares forfeited to the Company for cancellation,
- 35 5 4 that person shall remain liable to the Company for all sums payable by that person under the articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture), and
- 35 5 5 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
- 35 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
- 35 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
- 35 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
- 35 8 1 shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
- 35 8 2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share
- 35 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
- 35 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
- 35 10 1 was, or would have become, payable, and
- 35 10 2 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
- 36 **SURRENDER OF SHARES**
- 36 1 A Shareholder shall be entitled to surrender any Share

36 1 1 in respect of which the Directors issue a notice of intended forfeiture,

36 1 2 which the Directors forfeit, or

36 1 3 which has been forfeited

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

36 2 The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share

36 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