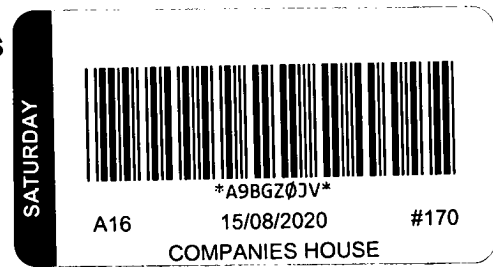


THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
AGENDAS GROUP LIMITED
(COMPANY NUMBER: 12781046)
(THE "COMPANY")



Adopted by special resolution on:

7 August

2020

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires, the following definitions apply:

Act	means the Companies Act 2006;
alternate director	has the meaning given in Article 7.1;
Appointer	has the meaning given in Article 7.1;
Articles	means the Company's articles of association for the time being in force;
Board	the board of directors of the Company, as constituted from time to time;
business days	means any day (other than a Saturday, Sunday or a bank or public holiday in the United Kingdom) on which the banks are generally open for business in the city of London for the transaction of normal sterling banking business;
Conflict Situation	means any situation or matter in which any director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;
Controlling Interest	means an interest in Shares conferring on the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;
Defaulting Shareholder	has the meaning given in Article 16.6;
Director	means a director of the Company, including any person occupying the position of director, by whatever name called;
Drag Along Completion	has the meaning given in Article 16.2.4;
Drag Along Notice	has the meaning given in Article 16.3;

Drag Along Shareholder	has the meaning given in Article 16.3;
eligible director	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
Equity Securities	shall have the meaning given in section 560(1) of the Act;
Excess Securities	has the meaning given in Article 13.2.2;
Model Articles	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date on which these Articles become binding on the Company;
Original Transferor	has the meaning given in Article 15.1;
Proposed Buyer	has the meaning given in Article 16.1;
Proposing Shareholder	has the meaning given in Article 16.1;
Proxy Notice	has the meaning given in Article 19.1;
Qualifying Person	shall have the meaning given in section 318 of the Act;
Seller	has the meaning given in Article 15;
Selling Notice	has the meaning given in Article 16.2;
Selling Party	has the meaning given in Article 17.1;
Selling Shares	has the meaning given in Article 16.1;
Shares	means the ordinary shares of 1 pence each in the capital of the Company;
Subscription Price	means in relation to any Share, the amount paid up or credited as paid up on such Share including the full amount of any premium at which such Share was issued;
Tag Along Offer	has the meaning given in Article 17.1;
Tag Along Shareholder	has the meaning given in Article 17.1.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 In these Articles, reference to a **subsidiary** or **holding company** is to be construed in accordance with section 1159 of the Act.

- 1.4 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 A reference in these Articles to an **Article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.6.1 any subordinate legislation from time to time made under it; and
- 1.6.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.7 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. **MODEL ARTICLES**

The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles. If any provisions of these Articles conflict with any provisions of the Model Articles, these Articles shall prevail.

3. **DIRECTORS**

- 3.1 Paragraph 7 of the Model Articles shall not apply to the Company.
- 3.2 Unless otherwise determined by special resolution, the minimum number of directors is one and there shall be no maximum number of directors.
- 3.3 Subject to Article 3.2, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but unless otherwise so fixed, it is two eligible directors.
- 3.4 If within half an hour after the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting shall be adjourned for the same day in the next week at the same time and in the same place or as near to the same time and in the same place as is practicable. If, at the adjourned meeting, a quorum is not present (such meetings having been validly convened in accordance with the Articles), the directors present at such adjourned meeting shall constitute a quorum.
- 3.5 For the purposes of any meeting (or part of a meeting) held pursuant to Article 4 to authorise a director's conflict of interest, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 3.6 Paragraph 11(2) of the Model Articles shall not apply to the Company.

4. **POWERS TO AUTHORISE CONFLICTS OF INTEREST**

- 4.1 The directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a director infringing his duty to avoid a Conflict Situation provided that, for this purpose, the director in question and any other interested director are not counted in the quorum at any board meeting at which such matter is authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted.

- 4.2 Any authorisation given under Article 4.1 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the conflict so authorised.
- 4.3 Where the directors give authority under Article 4.1:
- 4.3.1 they may (whether at the time of giving the authority or subsequently) require that the relevant director is excluded from the receipt of information, participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the matter that is the subject of the authorisation and impose upon the relevant director such other terms for the purpose of the authorisation as they think fit and:
 - 4.3.1.1 the relevant director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the authorisation; and
 - 4.3.1.2 the relevant director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms;
 - 4.3.2 they may provide that where the relevant director obtains (otherwise than through his position as a director of the Company) information that is confidential to a third party, the director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence; and
 - 4.3.3 the directors may revoke or vary the authority at any time but this will not affect anything done by the relevant director prior to such revocation in accordance with the terms of such authority.
- 4.4 A director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter which has been authorised by the directors pursuant to Article 4.1 (subject in any case to any limits or conditions to which such approval was subject).
5. **DIRECTORS – TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**
- 5.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 5.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 5.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested; and
 - 5.1.3 shall be entitled to vote at a meeting of directors or of a committee of the directors, or participate in any unanimous decision, in respect of such transaction or arrangement or such proposed transaction or arrangement.
- 5.2 Paragraphs 14(1) to 14(4) inclusive of the Model Articles shall not apply to the Company.
6. **DIRECTORS – METHODS OF APPOINTING DIRECTORS**

- 6.1 In any case where, as a result of death or bankruptcy, the Company has no members and no directors, the transmittee(s) of the last member to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.
- 6.2 For the purposes of Article 6.1, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.
- 6.3 Paragraphs 17(2) and 17(3) of the Model Articles shall not apply to the Company.
7. **DIRECTORS – ALTERNATE DIRECTORS**
- 7.1 Any director (the **appointor**) may appoint as an alternate any other director or any other person approved by resolution of the directors to:
- 7.1.1 exercise that director's powers; and
 - 7.1.2 carry out that director's responsibilities
- in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- 7.2 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.
- 7.3 The notice must:
- 7.3.1 identify the proposed alternate, and
 - 7.3.2 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.
- 7.4 An alternate director may act as an alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 7.5 Except as the Articles specify otherwise, alternate directors:
- 7.5.1 are deemed for all purposes to be directors;
 - 7.5.2 are liable for their own acts and omissions;
 - 7.5.3 are subject to the same restrictions as their appointors; and
 - 7.5.4 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.
- 7.6 A person who is an alternate director but not a director:
- 7.6.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

- 7.6.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and
- 7.6.3 shall not be counted as more than one director for the purposes of Articles 7.6.1 and 7.6.2.
- 7.7 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his 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) but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 7.8 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 to the Company.
- 7.9 An alternate director's appointment as an alternate terminates:
- 7.9.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 7.9.2 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;
- 7.9.3 on the death of the alternate's appointor; or
- 7.9.4 when the alternate's appointor's appointment as a director terminates.

8. DIRECTORS' EXPENSES

- 8.1 The Company may pay any reasonable expenses which the directors (including alternate directors) and, if it has one, the secretary (but so that nothing in this Article 8.1 shall require the Company to have a secretary) properly incur in connection with their attendance at:
- 8.1.1 meetings of directors or committees of directors;
- 8.1.2 general meetings; or
- 8.1.3 separate meetings of any holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

- 8.2 Paragraph 20 of the Model Articles shall not apply to the Company.

9. SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit, and from time to time remove such person and, if the directors so decide, appoint a replacement in each case by a decision of the directors. Nothing in this Article 9 shall require the Company to have a secretary.

10. SHARES

The Shares shall rank pari passu.

11. LIEN

The Company shall have a first and paramount lien on every Share, not being a fully paid Share, for all amounts payable to the Company (whether presently or not) in respect of that Share. The Company's lien shall extend to every amount payable in respect of it. The board of directors of the Company may at any time, either generally or in any particular case, waive any lien that has arisen or declare any Share to be wholly or in part exempt from the provisions of this Article.

12. ISSUE OF SHARES – AUTHORITY TO ALLOT

12.1 Save to the extent authorised by these Articles or authorised from time to time by an ordinary resolution of Shareholders, the directors shall not exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares.

12.2 Subject to the remaining provisions of this Article 12, the directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the Company to:

12.2.1 offer or allot;

12.2.2 grant rights to subscribe for or to convert any security into;

12.2.3 otherwise deal in, or dispose of, any relevant securities, at any time and subject to any terms and conditions as the directors think proper.

12.3 The authority referred to in Article 12.2:

12.3.1 is subject to the provisions of Article 13;

12.3.2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and

12.3.3 may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the directors may make an offer or agreement which would, or might, require relevant securities to be allotted after the expiry of such authority, and the directors may allot relevant securities in pursuance of an offer or agreement as if such authority had not expired.

13. ISSUE OF SHARES – PRE-EMPTION RIGHTS

13.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of Equity Securities made by the Company.

13.2 Unless otherwise agreed by special resolution, if the Company proposes to allot any Equity Securities those Equity Securities shall not be allotted to any person unless the Company has first offered them to all members on the date of the offer on the same terms, and at the same price, as those Equity Securities are being offered to other persons on a pari passu and pro-rata basis to the number of Equity Securities held by those holders (as nearly as possible without involving fractions). The offer:

13.2.1 shall be in writing, (made in hard copy or electronic form) shall be open for a period of 15 business days from the date of the offer and shall give details of the number and Subscription Price of the relevant Equity Securities; and

- 13.2.2 shall stipulate that any member who wishes to subscribe for a number of Equity Securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess Equity Securities (**Excess Securities**) for which he wishes to subscribe.
- 13.3 Any Equity Securities not accepted by members pursuant to the offer made to them in accordance with Article 13.2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 13.2.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro-rata to the number of Shares held by the applicants immediately before the offer was made to members in accordance with Article 13.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any member beyond that applied for him). 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 members.
- 13.4 Subject to Articles 13.2 and 13.3 and to section 551 of the Act, any Equity Securities shall be at the disposal of the directors 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, provided that such persons are bona fide independent third parties, and the allotment, grant of options or other disposal is on arms length terms.
- 13.5 No Equity Securities shall be allotted to any employee, director, prospective employee or director unless such person has entered into a joint election with the company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.
- 13.6 On the allotment of any Shares as permitted by these Articles any Share allotted to an existing member shall automatically be redesignated on allotment as a Share of the same class as those Shares already held by the existing member.
14. **TRANSFER OF SHARES - GENERAL**
- 14.1 For the purposes of Articles 14 and 15 any reference to a transfer of Shares includes a disposition of any interest in any Share (or the income or capital or other rights thereto) whether legal, beneficial or otherwise, including the entry into any option or other agreement (conditionally or otherwise) for the possible sale or transfer thereof or grant of any security thereover, and whether or not for consideration or by written disposition or otherwise.
- 14.2 No Share shall be transferred, and the directors shall not register any transfer of Shares, other than in accordance with these Articles and any transfer or purported transfer of any Share made otherwise than in accordance with these Articles shall be void and of no effect whatsoever. Paragraph 26 of the Model Articles shall be modified accordingly.
- 14.3 The directors may only, and in their absolute discretion, refuse to register a transfer of shares to an infant, bankrupt or person in respect of whom, by reason of that person's mental health, a court has made an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have. Paragraph 26(5) of the Model Articles shall be modified accordingly.
- 14.4 Where any Share is transferred to an existing member holding Shares, if applicable such Share so transferred shall, on and from the time of registration of the transfer of that Share in the register of members of the Company, be immediately and automatically (without resolution of the members or directors) redesignated as a Share of the same class as the Shares already held by such member.

15. **PRE-EMPTION ON TRANSFER**

Except as provided for in Articles 14 (*Transfer of Shares – General*), 16 (*Drag Along*) and Article 17 (*Tag Along*), any member who wishes to transfer any Share shall, before transferring or agreeing to transfer such Share or interest therein shall obtain the prior written consent of all other members.

16. **DRAG ALONG RIGHTS**

16.1 Notwithstanding anything to the contrary in these Articles, if any member (on his own or acting in concert with one or more other members) (the **Proposing Shareholder(s)**) proposes to sell or transfer Shares (the **Selling Shares**) which together confer 66% or more of the total votes exercisable in a poll in a general meeting of the Company at the time of the proposed sale or transfer to a person who is a bona fide third party buyer at arms length (the **Proposed Buyer**) the following provisions of this Article 16 shall apply.

16.2 The Proposing Shareholder(s) shall have the right to give the Company not less than 20 business days prior written notice (the **Selling Notice**) of the proposed sale or transfer. The Selling Notice will include details of:

16.2.1 the Selling Shares;

16.2.2 the proposed price for each Selling Share to be paid by the Proposed Buyer;

16.2.3 details of the Proposed Buyer; and

16.2.4 the place, date and time of completion of the proposed sale (being a date not less than 20 business days from the service of the Selling Notice) (the **Drag Along Completion**).

16.3 Immediately on receipt of a Selling Notice, the Company shall give notice in writing (the **Drag Along Notice**) to each of the members other than the Proposing Shareholder(s) (the **Drag Along Shareholders**) giving the details contained in the Selling Notice and requiring each of them at the Drag Along Completion to sell to the Proposed Buyer all Shares held by them.

16.4 A Proposing Shareholder may withdraw a Selling Notice any time prior to actual Drag Along Completion by written notice to the Company to that effect and, on service of that notice, each Drag Along Notice shall no longer be binding and shall cease to have any effect.

16.5 Each Drag Along Shareholder who is given a Drag Along Notice shall, in the event of the proposed sale or transfer proceeding, sell (or procure the sale of) all the Shares held by him to the Proposed Buyer at the time of the Drag Along Completion (or at such other time as the Proposing Shareholders and the Proposed Buyer shall agree) at the price per Selling Share as set out in the Drag Along Notice and otherwise on the same terms as the sale of Selling Shares.

16.6 If any of the Drag Along Shareholders shall fail to comply with the terms of Article 16.5 in any respect (each a **Defaulting Shareholder**):

16.6.1 the Company shall be unconditionally constituted the agent of each Defaulting Shareholder for the sale of the Shares referred to in his Drag Along Notice in accordance with that notice and shall be authorised to transfer, and complete the transfer of, those Shares (including, without limitation of the generality of the foregoing, to execute and deliver any stock transfer form in respect thereof);

16.6.2 the Company may receive the necessary purchase money in trust for each Defaulting Shareholder and the receipt by the Company of that purchase money shall constitute a good and valid discharge to the Proposed Buyer;

- 16.6.3 against receipt by the Company of the purchase money (in trust for the Defaulting Shareholder), and notwithstanding (if such is the case) that the Defaulting Shareholder has failed to deliver up the relevant share certificate(s), the Company shall cause the Proposed Buyer to be registered as the holder of the relevant Shares and, after such registration, the validity of the proceedings shall not be questioned by any person; and
- 16.6.4 the Company shall not be required to pay the purchase monies to a Defaulting Shareholder until he shall, in respect of the Shares subject to the Drag Along Notice, have delivered a share certificate or suitable indemnity and necessary transfers to the Company.
- 16.7 The expression **price per Selling Share** used in Articles 16.2 and 16.5 shall be deemed to include an amount equal to the relevant proportions of any other consideration (in cash or otherwise) received or receivable by the Proposing Shareholders for the Shares in question which, having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the specified Shares and, in the event of disagreement, the calculation of the price shall be referred to a chartered accountant or other expert (acting as an expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall, in the absence of fraud or manifest error, be final and binding.
17. **TAG ALONG RIGHTS**
- 17.1 If any member (on his own or acting in concert with one or more other members) (the **Selling Party**) proposes to sell or transfer Shares which together confer 66% or more of the total votes exercisable in a poll in a general meeting of the Company at the time of the proposed sale or transfer to any person or persons other than another member, the Selling Party shall procure, before the sale or transfer that each proposed buyer makes a bona fide written offer (a **Tag Along Offer**) to each of the other members (each a **Tag Along Shareholder**) to buy that proportion of the Shares held by each Tag Along Shareholder which is equal to the proportion represented by the number of Shares which each of the Selling Parties are proposing to sell as against all the Shares held by the Selling Parties at the time of the proposed sale or transfer for the same price per Share and otherwise on the same terms and conditions as those applying to the proposed sale or transfer by the Selling Party of his Shares.
- 17.2 Each Tag Along Offer shall specify:
- 17.2.1 the price for the relevant Shares and any other principal terms and conditions of the sale or transfer; and
- 17.2.2 the period (being not less than 20 business days from the service of the Tag Along Offer) for acceptance by each Tag Along Shareholder).
- 17.3 If, within the period specified in the Tag Along Offer any Tag Along Shareholder accepts the offer in writing, then the Selling Party shall procure that the sale by that Tag Along Shareholder of his relevant Shares shall proceed on the same financial terms (including price per Share) and at the same time as the sale of the Selling Party's Shares.
- 17.4 Any acceptance by a Tag Along Shareholder of a Tag Along Offer shall be irrevocable. But no sale of that Tag Along Shareholder's Shares pursuant to its acceptance shall take place unless and until the sale of the Selling Party's Shares is completed.
- 17.5 The expression **price per Share** used in Articles 17.1 and 17.3 shall be deemed to include an amount equal to the relevant proportions of any other consideration (in cash or otherwise) received or receivable by the Selling Party for the Selling Party's Shares in question which, having regard to the substance of the transaction as a whole can reasonably be regarded as

an addition to the price paid or payable for the specified Shares and, in the event of disagreement, the calculation of the price shall be referred to a chartered accountant or other expert (acting as an expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall, in the absence of fraud or manifest error, be final and binding.

18. PROCEEDINGS AT GENERAL MEETINGS

- 18.1 No business shall be transacted at a general meeting unless a quorum is present. Subject to Article 18.2, three Qualifying Persons shall be a quorum. Paragraph 38 of the Model Articles shall not apply to the Company.
- 18.2 If, and for so long as, the Company has only one member one Qualifying Person shall be a quorum at any general meeting of the Company.
- 18.3 An adjourned meeting shall, unless all Qualifying Persons agree otherwise, be adjourned to a date and time at least five business days after the original meeting. If, at an adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum. Paragraph 41 of the Model Articles shall be modified accordingly.
- 18.4 A poll on a resolution may be demanded by any person having the right to vote on the resolution. Paragraph 44 of the Model Articles shall be modified accordingly.

19. PROXIES

- 19.1 Proxies may only be validly appointed by a notice in writing (a **Proxy Notice**) which:
- 19.1.1 states the name and address of the member appointing the proxy;
 - 19.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 19.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 19.1.4 is delivered to the Company in accordance with the Articles not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

and a Proxy Notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.

- 19.2 Paragraph 45(1) of the Model Articles shall not apply to the Company.

20. NOTICES

- 20.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 20.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable

international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending (and the sending party receives a confirmation of delivery from the courier service provider));

- 20.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 20.1.3 if properly addressed and sent or supplied by electronic means, two hours after the document or information was sent or supplied; and
- 20.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purpose of this Article, no account shall be taken of any part of a day that is not a business day.

- 20.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

21. DIRECTORS' INDEMNITY

- 21.1 Subject to the provisions of the Act (but so that this Article 21.1 does not extend to any matter insofar as it would cause this Article or any part of it to be void thereunder), the Company:

- 21.1.1 shall, without prejudice to any indemnity to which the person concerned may otherwise be entitled, indemnify any director or other officer (other than an auditor) of the Company and any associated company against all losses and liabilities incurred by him in the actual or purported execution, or discharge, of his duties in relation to:

- 21.1.1.1 the Company;

- 21.1.1.2 any associated company; and

- 21.1.1.3 any occupational pension scheme of which the Company or any associated company is a trustee

including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company, any associated company or any occupational pension scheme of which the Company or any associated company is a trustee; and

- 21.1.2 may, without prejudice to the provisions of Article 21.1.1, purchase and maintain insurance for any person who is or was a director or officer of the company or any associated company against any loss or liability which he may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust or otherwise in relation to the Company, any associated company, any employees' share scheme of the Company or of any associated company or any occupational pension scheme of which the Company or any associated company is a trustee

where for the purposes of this Article 21.1, companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

21.2 Paragraphs 52 and 53 of the Model Articles shall not apply to the Company.