

FC037524
OS IN01

Registration of an overseas company opening a
UK establishment



Companies House

A fee is payable with this form
Please see 'How to pay' on the last page.

☒ What this form is for
You may use this form to register a
UK establishment.

☐ What this form is NOT
You cannot use this form for
the details of an existing
officer or establishment.

SATURDAY



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19/09/2020

#106

COMPANIES HOUSE

Part 1

Overseas company details (Name)

A1 Corporate name of overseas company

Corporate name ①

SOPHOS PARENT LIMITED

Do you propose to carry on business in the UK under the corporate name as
incorporated in your home state or country, or under an alternative name?

- To register using your corporate name, go to Section A3.
- To register using an alternative name, go to Section A2.

→ Filling in this form
Please complete in typescript (10pt
or above), or in bold black capitals

All fields are mandatory unless
specified or indicated by *

① This must be the corporate name in
the home state or country in which
the company is incorporated.

A2 Alternative name of overseas company *

Please show the alternative name that the company will use to do business
in the UK.

Alternative name
(if applicable) ②

SOPHOS PARENT LIMITED (LONDON BRANCH)

② A company may register an
alternative name under which it
proposes to carry on business in the
United Kingdom under Section 1048
of the Companies Act 2006. Once
registered it is treated as being its
corporate name for the purposes of
law in the UK.

A3 Overseas company name restrictions ③

This section does not apply to a European Economic Area (EEA) company
registering its corporate name.

Please tick the box only if the proposed company name contains sensitive or
restricted words or expressions that require you to seek comments of a
government department or other specified body.

- ☐ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response.

③ Overseas company name
restrictions
A list of sensitive or restricted words
or expressions that require consent
can be found in guidance available
on our website:
www.gov.uk/companieshouse

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Part 2 Overseas company details**B1 Particulars previously delivered**

Have particulars about this company been previously delivered in respect of another UK establishment? ①

→ No Go to Section B2.

→ Yes Please enter the registration number below and then go to Part 5 of the form. Please note the original UK establishment particulars must be filed up to date.

① The particulars are: legal form, identity of register, number in registration, director and secretaries details, whether the company is a credit or financial institution, law, governing law, accounting requirements, objects, share capital, constitution, and accounts.

UK establishment registration number

B R

B2 Credit or financial institution

Is the company a credit or financial institution? ①

☐ Yes☒ No

① Please tick one box:

B3 Company details

If the company is registered in its country of incorporation, please enter the details below.

Legal form ①

PRIVATE LIMITED COMPANY

Country of incorporation *

JERSEY

Identity of register in which it is registered ①

JERSEY COMPANIES REGISTRY

Registration number in that register

1 3 0 0 5 5

① Please state whether or not the company is limited. Please also include whether the company is a private or public company if applicable.

② This will be the registry where the company is registered in its parent country.

B4 EEA or non-EEA member state

Was the company formed outside the EEA?

→ Yes Complete Sections B5 and B6.

→ No Go to Section B6.

B5 Governing law and accounting requirements

Please give the law under which the company is incorporated.

Governing law ①

COMPANIES (JERSEY) LAW 1991

Is the company required to prepare, audit and disclose accounting documents under parent law?

→ Yes Complete the details below.

→ No Go to Part 3.

① This means the relevant rules or legislation which regulates the incorporation of companies in that state.

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Please give the period for which the company is required to prepare accounts by parent law.

From	d	d	m	m
To	d	d	m	m

Please give the period allowed for the preparation and public disclosure of accounts for the above accounting period.

Months		
--------	--	--

B6

Latest disclosed accounts

Are copies of the latest disclosed accounts being sent with this form? Please note if accounts have been disclosed, a copy must be sent with the form, and, if applicable, with a certified translation.①

☐ Yes.

Please indicate what documents have been disclosed.

- ☐ Please tick this box if you have enclosed a copy of the accounts.
- ☐ Please tick this box if you have enclosed a certified translation of the accounts.
- ☒ Please tick this box if no accounts have been disclosed:

① Please tick the appropriate box(es).

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Part 3 Constitution**C1 Constitution of company**

The following documents must be delivered with this application.

- Certified copy of the company's constitution and, if applicable, a certified translation.

Please tick the appropriate box(es) below.

- ☒ I have enclosed a certified copy of the company's constitution. ●
- ☐ I enclose a certified translation, if applicable. ●

● A certified copy is defined as a copy certified as 'correct' and authenticated by - the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator.

● A certified translation into English must be authenticated by the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator.

C2 EEA or non-EEA member state

Was the company formed outside the EEA?

- Yes Go to Section C3.
- No Go to Part 4 'Officers of the company'.

C3 Constitutional documents

Are all of the following details in the copy of the constitutional documents of the company?

- Address of principal place of business or registered office in home country of incorporation
- Objects of the Company
- Amount of issued share capital

- Yes Go to Part 4 'Officers of the company'
- No If any of the above details are not included in the constitutional documents, please enter them in Section C4.

The information is not required if it is contained within the constitutional documents accompanying this registration.

C4 Information not included in the constitutional documents

Please give the address of principal place of business or registered office in the country of incorporation. ●

Building name/number	C/O INTERTRUST CORPORATE SERVICES (JERSEY) LIMITED
Street	44 ESPLANADE
	ST HELIER
Post town	JERSEY
County/Region	
Postcode	J E 4 9 W G
Country	
	Please give the objects of the company and the amount of issued share capital.
Objects of the company ●	HOLDING COMPANY
Amount of issued share capital ●	£2.00

● This address will appear on the public record.

● Please give a brief description of the company's business.

● Please specify the amount of shares issued and the value.

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Part 4 Officers of the company

Have particulars about this company been previously delivered in respect of another UK establishment?

- **Yes** Please ensure you entered the registration number in **Section BT** and then go to **Part 5** of this form.
- **No** Complete the officer details.

For a secretary who is an individual, go to **Section D1**; for a corporate secretary, go to **Section E1**; for a director who is an individual, go to **Section F1**; or for a corporate director, go to **Section G1**.

Continuation pages

Please use a continuation page if you need to enter more officer details.

Secretary**D1 Secretary details^①**

Use this section to list all the secretaries of the company. Please complete **Sections D1-D3**. For a corporate secretary, complete **Sections E1-E5**. Please use a continuation page if necessary.

Full forename(s)	
Surname	
Former name(s) ^②	

① Corporate details

Please use **Sections E1-E5** to enter corporate secretary details.

② Former name(s)

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

D2 Secretary's service address^③

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

③ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

D3 Secretary's authority

Please enter the extent of your authority as secretary. Please tick one box.

Extent of authority	<input type="checkbox"/> Limited ^④ <input type="checkbox"/> Unlimited
Description of limited authority, if applicable	Are you authorised to act alone or jointly? Please tick one box. <input type="checkbox"/> Alone <input type="checkbox"/> Jointly ^⑤
If applicable, name(s) of person(s) with whom you are acting jointly	

④ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

⑤ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

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Corporate secretary

E1	Corporate secretary details ^①	
	Use this section to list all the corporate secretaries of the company. Please complete Sections E1-E5. Please use a continuation page if necessary.	
Name of corporate body or firm	INTERTRUST CORPORATE SERVICES (JERSEY) LIMITED	① Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
Building name/number	44 ESPLANADE	
Street	ST HELIER	
Post town	JERSEY	
County/Region		
Postcode	J E 4 9 W G	
Country		
E2	Location of the registry of the corporate body or firm	
	Is the corporate secretary registered within the European Economic Area (EEA)? → Yes Complete Section E3 only → No Complete Section E4 only	
E3	EEA companies ^②	
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.	
Where the company/firm is registered ^③		② EEA A full list of countries of the EEA can be found in our guidance: www.gov.uk/companieshouse ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).
Registration number		
E4	Non-EEA companies	
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.	
Legal form of the corporate body or firm	LIMITED BY SHARES	④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
Governing law	COMPANIES (JERSEY) LAW 1991	
If applicable, where the company/firm is registered ^⑤	JERSEY	
If applicable, the registration number	77282	

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E5

Corporate secretary's authority

	Please enter the extent of your authority as corporate secretary. Please tick one box.		<p>● If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.</p> <p>● If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.</p>
Extent of authority	<input type="checkbox"/> Limited ● <input checked="" type="checkbox"/> Unlimited		
Description of limited authority, if applicable			
	Are you authorised to act alone or jointly? Please tick one box.		
	<input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ●		
If applicable, name(s) of person(s) with whom you are acting jointly			

OS IN01**Registration of an overseas company opening a UK establishment****Director****F1****Director details**

Use this section to list all the directors of the company. Please complete Sections F1-F5. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.

Full forename(s)	ANDREW
Surname	ALMEIDA
Former name(s)	
Country/State of residence	UNITED STATES
Nationality	AMERICAN
Month/year of birth	X X '1 '2 '1 '9 '8 '7
Business occupation (if any)	ASSET MANAGER

- ① **Corporate details**
Please use Sections G1-G5 to enter corporate director details.
- ② **Former name(s)**
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.
- ③ **Country/State of residence**
This is in respect of your usual residential address as stated in Section F5.
- ④ **Month and year of birth**
Please provide month and year only. Provide full date of birth in section F4.
- ⑤ **Business occupation**
If you have a business occupation, please enter here. If you do not, please leave blank.

F2**Director's service address**

Building name/number	INTERTRUST CORPORATE SERVICES (JERSEY) LIMITED
Street	44 ESPLANADE
Post town	ST HELIER
County/Region	JERSEY
Postcode	J E 4 9 W G
Country	

- ① **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.
- If you provide your residential address here it will appear on the public record.

F3**Director's authority**

Please enter the extent of your authority as director. Please tick one box.

Extent of authority	<input type="checkbox"/> Limited <input checked="" type="checkbox"/> Unlimited
Description of limited authority, if applicable	
	Are you authorised to act alone or jointly? Please tick one box.
	<input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly
If applicable, name(s) of person(s) with whom you are acting jointly	

- ① If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.
- ② If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

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Corporate director

G1	Corporate director details ●	● Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
Use this section to list all the corporate directors of the company. Please complete G1-G5. Please use a continuation page if necessary.		
Name of corporate body or firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		

G2	Location of the registry of the corporate body or firm
Is the corporate director registered within the European Economic Area (EEA)?	
→ Yes Complete Section G3 only	
→ No Complete Section G4 only	

G3	EEA companies ●	● EEA A full list of countries of the EEA can be found in our guidance: www.gov.uk/companieshouse ① This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).
Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.		
Where the company/firm is registered ●		
Registration number		

G4	Non-EEA companies	● Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.		
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ●		
If applicable, the registration number		

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Registration of an overseas company opening a UK establishment

G5

Corporate director's authority

	Please enter the extent of your authority as corporate director. Please tick one box.		<p>● If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.</p> <p>● If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.</p>
Extent of authority	<input type="checkbox"/> Limited ● <input type="checkbox"/> Unlimited		
Description of limited authority, if applicable			
	Are you authorised to act alone or jointly? Please tick one box. <input type="checkbox"/> Alone <input type="checkbox"/> Jointly ●		
If applicable, name(s) of person(s) with whom you are acting jointly			

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Part 5 UK establishment details

H1 Documents previously delivered - constitution

Has the company previously registered a certified copy of the company's constitution with material delivered in respect of another UK establishment?

- No Go to Section H3.
- Yes Please enter the UK establishment number below and then go to Section H2.

UK establishment
registration number

B R [] [] [] [] [] [] [] []

H2 Documents previously delivered – accounting documents

Has the company previously delivered a copy of the company's accounting documents with material delivered in respect of another UK establishment?

- No Go to Section H3.
- Yes Please enter the UK establishment number below and then go to Section H3.

UK establishment
registration number

B R [] [] [] [] [] [] [] []

H3 Delivery of accounts and reports

This section must be completed. Please state if the company intends to comply with accounting requirements with respect to this establishment or in respect of another UK establishment. ①

- ☒ In respect of this establishment. Please go to Section H4.
- ☐ In respect of another UK establishment. Please give the registration number below, then go to Section H4.

① Please tick the appropriate box.

UK establishment
registration number

B R [] [] [] [] [] [] [] []

H4 Particulars of UK establishment ①

You must enter the name and address of the UK establishment.

Name of establishment SOPHOS PARENT LIMITED (LONDON BRANCH)

Building name/number 1 BARTHOLOMEW LANE

Street

Post town LONDON

County/Region

Postcode E C 2 N [] [] 2 A X

Country UNITED KINGDOM

Please give the date the establishment was opened and the business of the establishment.

Date establishment opened ^d0 ^m8 ^y1 ^y0 ^y2 ^y0 ^y1 ^y9

Business carried on at the UK establishment ACTIVITIES OF HOLDING COMPANIES

① Address

This is the address that will appear on the public record.

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Part 6 Permanent representative

Please enter the name and address of every person authorised to represent the company as a permanent representative of the company in respect of the UK establishment.

J1 Permanent representative's details

Please use this section to list all the permanent representatives of the company. Please complete Sections J1-J4.

Continuation pages
Please use a continuation page if you need to enter more details.

Full forename(s) WENDA
Surname ADRIAANSE

J2 Permanent representative's service address ^①

Building name/number 1 BARTHOLOMEW LANE
Street
Post town LONDON
County/Region
Postcode E C 2 N 2 A X
Country UNITED KINGDOM

① Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

J3 Permanent representative's authority

Please enter the extent of your authority as permanent representative. Please tick one box.

Extent of authority
☐ Limited ●
☒ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

☒ Alone
☐ Jointly ●

If applicable, name(s) of person(s) with whom you are acting jointly

● If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

● If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

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Part 7**Person authorised to accept service**

Does the company have any person(s) in the UK authorised to accept service of documents on behalf of the company in respect of its UK establishment?

→ **Yes** Please enter the name and service address of every person(s) authorised below.

→ **No** Tick the box below then go to Part 8 'Signature'.

☐ If there is no such person, please tick this box.

K1**Details of person authorised to accept service of documents in the UK**

Please use this section to list all the persons' authorised to accept service below. Please complete Sections K1-K2.

Continuation pages
Please use a continuation page if you need to enter more details.

Full forename(s) WENDA
Surname ADRIAANSE

K2**Service address of person authorised to accept service ①**

Building name/number C/O INTERTRUST UK LIMITED
Street 1 BARTHOLOMEW LANE
Post town LONDON
County/Region
Postcode E C 2 N 2 A X
Country UNITED KINGDOM

① Service address
This is the address that will appear on the public record. This does not have to be your usual residential address. Please note, a DX address would not be acceptable.

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Part 8

Signature

This must be completed by all companies.

I am signing this form on behalf of the company.

Signature

Signature

X



X

This form may be signed by:
Director, Secretary, Permanent representative.

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name C/O INTERTRUST UK LIMITED

Address 1 BARTHOLOMEW LANE

Post town LONDON

County/Region

Postcode E C 2 N 2 A X

Country UNITED KINGDOM

DX

Telephone

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The overseas corporate name on the form matches the constitutional documents exactly.
- ☐ You have included a copy of the appropriate correspondence in regard to sensitive words, if appropriate.
- ☐ You have included certified copies and certified translations of the constitutional documents, if appropriate.
- ☐ You have included a copy of the latest disclosed accounts and certified translations, if appropriate.
- ☐ You have completed all of the company details in Section B3 if the company has not registered an existing establishment.
- ☐ You have complete details for all company secretaries and directors in Part 4 if the company has not registered an existing establishment.
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- ☐ You have completed details for all permanent representatives in Part 6 and persons authorised to accept service in Part 7.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.

Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses and day of birth.

How to pay

A fee of £20 is payable to Companies House in respect of a registration of an overseas company. Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Higher protection

If you are applying for, or have been granted, higher protection, please post this whole form to the different postal address below:
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE.

Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



Jersey Financial
Services Commission
Companies Registry

COMPANIES (JERSEY) LAW 1991, as amended

**CERTIFICATE OF
INCORPORATION OF A
LIMITED COMPANY**

Registered Number 130055

I HEREBY CERTIFY THAT

SURF PARENT LIMITED

**is this day incorporated as a private company
under the Companies (Jersey) Law 1991**

Dated this 08 October 2019

For and on behalf of the Registrar

I certify that this is a current and true copy of
the constitutional documents.

Name: Frances Allain

Signed: *Frances Allain*

Date: 20/5/2020

Capacity: Authorised Signatory

Company: Intertrust Corporate Services
(Jersey) Limited

Contact Number: +44 1534 504428



Authentication ID

daec32c6-5adc-4a43-824c-e9f018aaa501



**Jersey Financial
Services Commission**
Companies Registry

COMPANIES (JERSEY) LAW 1991

CERTIFICATE OF INCORPORATION

CHANGE OF NAME OF A LIMITED COMPANY

Registered Number 130055

I HEREBY CERTIFY THAT

SURF PARENT LIMITED

a private company incorporated under the Companies (Jersey) Law 1991, as amended, having changed its name by special resolution, has today been entered on the Register of Companies incorporated in Jersey as a private company having the name of

SOPHOS PARENT LIMITED

Dated this 03 April 2020

For and on behalf of the Registrar



Authentication ID
2643204d-7cc7-4762-8924-ee1015bcf680

Dated 24 March 2020

Companies (Jersey) Law 1991

Company Limited by Shares

**MEMORANDUM OF ASSOCIATION
OF
SOPHOS PARENT LIMITED**

I certify that this is a current and true copy of the constitutional documents.

Name: Frances Allain

Signed: *Frances Allain*

Date: 20/5/2020

Capacity: Authorised Signatory

Company: Intertrust Corporate Services (Jersey) Limited

Contact Number: +44 1534 504428

Companies (Jersey) Law 1991

Company Limited by Shares

Memorandum of Association

of

Sophos Parent Limited

1. The name of the Company is Sophos Parent Limited.
2. The Company is a private company limited by shares.
3. The Company is a par value company.
4. The Company has unrestricted corporate capacity.
5. The liability of each member arising from his or her holding of a share is limited to the amount (if any) unpaid on it.
6. The share capital of the Company is \$2,390,000 divided into:
 - a. 2,300,000 Class A Shares of \$1.00 each; and
 - b. 90,000,000 Class B Shares of \$0.001 each.

each having the rights and obligations as set out in the Articles of Association of the Company.

Dated 24 March 2020

Companies (Jersey) Law 1991

Company Limited by Shares

**ARTICLES OF ASSOCIATION
OF
SOPHOS PARENT LIMITED**

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Companies (Jersey) Law 1991

Company Limited by Shares

Articles of Association

of

Sophos Parent Limited

1 Definitions, interpretation and exclusion of Standard Table

Definitions

In these Articles, the following definitions apply:

Affiliate of any particular person means (a) any other person controlling, controlled by, or under common control with such particular person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a person whether through the ownership of voting Securities, by contract, or otherwise and (b) in addition to the foregoing and with respect only to the Investors, (i) any TB Fund, (ii) any existing or subsequently formed investment fund formed, operated, advised or managed, directly or indirectly, by Thoma Bravo or any of its Affiliates and (iii) any parallel fund, executive fund or alternative investment vehicle of any such investment fund or, if applicable, any TB Fund and for the purposes of Article 6.4, certain other Persons previously identified in writing by a Member;

Articles means, as appropriate:

- (a) these Articles of Association as amended from time to time; or
- (b) two or more particular Articles of these Articles;

and **Article** refers to a particular Article of these Articles;

Business Day means a day other than a public holiday in the place where the Company's registered office is located, a Saturday or a Sunday;

Capital Contributions means any cash, cash equivalents, promissory obligations, or the Fair Market Value of any other property (net of liabilities assumed or to which the property is subject) that a Member contributes (or is deemed by the directors to have contributed) to the Company with respect to any Share pursuant to these Articles, any Management Equity Agreement or other applicable agreement between the Company and such Member;

Class A Share means a Share representing a fractional part of the interest of a Member in Distributions and having the rights, powers and obligations specified with respect to the Class A Shares in these Articles;

Class A Unpaid Yield of any Class A Share means, as of any date, an amount equal to the excess, if any, of (a) the aggregate Class A Yield accrued on such Class A Share for

all periods prior to such date (including partial periods), over (b) the aggregate amount of prior Distributions made by the Company that constitute payment of Class A Yield on such Class A Shares pursuant to Article 26.4(a);

Class A Unreturned Capital of any Class A Share means, as of any date, the aggregate Capital Contributions made or deemed to be made in exchange for such Class A Share reduced by all Distributions made by the Company that constitute a return of Class A Unreturned Capital pursuant to Article 26.4(b);

Class A Yield means, with respect to each Class A Share, the amount accruing on such Class A Share on a daily basis, at the rate of 9% per annum, compounded on the last day of each calendar quarter, on (a) the Class A Unreturned Capital of such Class A Share plus (b) the Class A Unpaid Yield thereon for all prior quarterly periods. In calculating the amount of any Distribution to be made during a period, the portion of the Class A Yield accrued with respect to such Class A Share for the portion of the quarterly period elapsing before such Distribution is made shall be taken into account in determining the amount of such Distribution;

Class B Share means a Share representing a fractional part of the interest of a Member in Distributions and having the rights, powers and obligations specified with respect to the Class B Share (including any Incentive Shares) in these Articles;

Clear Days, in relation to a period of notice, means that period excluding:

- (a) the day when the notice is deemed to be received; and
- (b) the day for which it is given or on which it is to take effect;

Company means the above-named company;

Default Rate means 3% (three per cent) per annum over the base rate of the Bank of England from time to time;

Distribution means each distribution/dividend made by the Company pursuant to these Articles to a Member in respect of such Member's Shares, whether in cash, property or Securities of the Company or any Subsidiary and whether by liquidating distribution or otherwise; provided that none of the following shall be, or shall be deemed to be, a Distribution: (a) any redemption or repurchase by the Company of any Securities (including pursuant to any Management Equity Agreement), except that any cash, property or Securities of the Company that constitute consideration for a redemption or repurchase of equity held by an Investor shall be deemed a "Distribution" and shall be distributed in accordance with Article 26, (b) any recapitalization or exchange or conversion of Shares or other Equity Securities of the Company, or any subdivision (by Share split or otherwise) or any combination (by reverse Share split or otherwise) of any outstanding Shares or (d) any payment to a Member who is an Executive for the purposes of redeeming or repurchasing the Equity Securities of such Member;

Electronic has the meaning given to that term in the Electronic Communications (Jersey) Law 2000;

Electronic Record has the meaning given to that term in the Electronic Communications (Jersey) Law 2000;

Electronic Signature has the meaning given to that term in the Electronic Communications (Jersey) Law 2000;

Equity Securities means (a) any Shares in the Company, (b) obligations, evidences of indebtedness or other Securities or interests convertible or exchangeable, in each case, into Shares in the Company and (c) warrants, options or other rights to purchase or otherwise acquire Shares in the Company;

Executive means any employee, officer, advisor, consultant or other service provider of the Company or its Subsidiaries and any other Person designated as an "Executive" by the board from time to time; provided that, in no event shall any Related Institutional Person be considered or deemed to be an Executive, except for the purposes of clause (d) of the definition of "Distribution" herein.

Fair Market Value means, with respect to any asset or equity interest, its fair market value determined according to Article 33;

Family Group has the meaning set out in Article 6.5;

Fully Paid and Paid Up:

- (a) in relation to a Share with par value, means that the par value for that Share, and any premium payable in respect of the issue of that Share, has been fully paid or credited as paid in money or money's worth;
- (b) in relation to a Share without par value, means that the agreed issue price for that Share has been fully paid or credited as paid in money or money's worth;

Grossed Up Amount means, with respect to any Distribution pursuant to Article 26.4, the sum, as determined by the directors of (a) the amount available for Distribution to the holders of Participating Class B Shares pursuant to Article 26.4(c) after making any Distributions required by Article 26.4(a) and Article 26.4(b) plus (b) the sum of the Participation Thresholds of all Participating Incentive Shares;

Incentive Shares has the meaning in Article 2.6;

Investors means, collectively, TB Fund XIII Global, TB Fund XIII-A Global, TB Executive Fund XIII Global, TB Fund XII Global, TB Fund XII-A Global, TB Executive Fund XII Global, TB Executive Fund XII-a Global and any other TB Fund that at any time, if applicable, holds relevant Shares in the Company;

Institutional Holder means (a) the Investors and their Permitted Transferees (b) the Other Investors and their Permitted Transferees and (c) any other Person that is designated by the Investors or the board of directors as an Institutional Holder; provided

that any such person designated as an Institutional Holder pursuant to this clause (c) may not be (i) a current or former employee of the Company or any of its Subsidiaries.

Island means Jersey, Channel Islands;

Law means the Companies (Jersey) Law 1991;

Management Co-Invest Securities has the meaning given to that term in Article 2.8;

Management Equity Agreement means any agreement for the sale, grant, transfer or issuance of Equity Securities by the Company to any employees, officers, consultants, advisors or other service providers of the Company or any of its Subsidiaries (including any co-invest agreement, incentive equity agreement, contribution and exchange agreement or any other agreement that is designated as a Management Equity Agreement by the directors of the Company) entered into by the Company or any subsidiary of the Company and such employee, officer, consultant, advisor or other service provider, as amended or modified from time to time pursuant in accordance with its terms;

Member means any person or persons entered on the register of members from time to time as the holder of a Share;

Memorandum means the Memorandum of Association of the Company as amended from time to time;

Officer means a person appointed to hold an office in the Company; and the expression includes a director, alternate director or liquidator, but does not include the Secretary;

Ordinary Resolution means a resolution of a duly constituted general meeting of the Company passed by a simple majority of the votes cast by, or on behalf of, the Members entitled to vote. The expression also includes a written resolution signed by or on behalf of each Member who, at the date when the resolution is deemed to be passed, would be entitled to vote on the resolution if it were proposed at a meeting;

Other Investors means, to the extent at any time applicable, a Person other than Sophos Ultimate Parent (and other than an Investor) that becomes a Member of the Company;

Other Investors Required Interest means at any particular time and to the extent applicable, a majority of the Class A Shares outstanding held by Other Investors or, if no Class A Shares are outstanding, a majority of Class B Shares outstanding held by Other Investors;

Participating Class B Share means, with respect to any distribution pursuant to Article 26.4(c), (a) each Participating Incentive Share and (b) each Class B Share that is not an Incentive Share;

Participating Incentive Share means, with respect to any Distribution pursuant to 26.4(c), an outstanding vested Incentive Share that has a Participation Threshold that is less than the amount determined by dividing (a) the sum of (x) the aggregate amount of such Distribution and (y) the Participation Thresholds of all outstanding vested Incentive Shares (including such Incentive Share) which have an equal or lesser Participation Threshold to such Incentive Share, by (b) the sum of (x) the number of outstanding Class

B Shares that are not Incentive Shares and (y) the number of outstanding vested Incentive Shares (including such Incentive Shares) which have an equal or lesser Participation Threshold to such Incentive Share;

Permitted Transferee has the meaning set out in Article 6.5;

Public Offering means a public offering of Shares or other Equity Securities of the Company on a public stock market or stock exchange approved by the directors;

PDF means Portable Document Format;

Related Institutional Person means any Investor and any Affiliate or Permitted Transferee thereof (other than the Company and its Subsidiaries) and each of their respective managers, directors, officers, stockholders, equityholders, partners (including operating partners), members, employees, representatives and agents (including any of their representatives serving on the board of directors or on the board of directors or board of managers of the Company's Subsidiaries. Unless otherwise determined by the holders of the Required Interest, no current or former employee of the Company or its Subsidiaries may be a Related Institutional Person.

Required Interest means, at any particular time, a majority of the Class A Shares outstanding held by Sophos Ultimate Parent or, if no Class A Shares are outstanding, a majority of the Class B Shares outstanding held by Sophos Ultimate Parent;

Sale of the Company means any transaction or series of transactions pursuant to which any person or group of related persons (other than the Investors and their controlled Affiliates) in the aggregate acquire(s) (a) a majority of the Class B Shares or a majority of the Equity Securities of the Company by vote or by value (in each case whether by merger, consolidation, reorganization, combination, asset sale or Transfer of Equity Securities, securityholder or voting agreement, proxy, power of attorney or otherwise) or (b) all or substantially all of the Company's assets determined on a consolidated basis; provided that, unless otherwise determined by the directors and the holders of the Required Interest in no event shall a Public Offering or Subsidiary Public Offering constitute a Sale of the Company;

Secretary means a person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

Securities means notes, stocks, bonds, debentures, evidences of indebtedness, certificates of interest or participation in any profit-sharing agreement, limited liability company interests, membership interests, partnership interests, beneficial interests in trusts, collateral-trust certificates, pre-organization certificates or subscriptions, transferable shares, investment contracts, voting-trust certificates, certificates of deposit for securities, certificates of equity interests, notional principal contracts and certificates of interest or participation in, temporary or interim certificates for, receipts for or warrants or rights or options to subscribe to or purchase or sell any of the foregoing, and any other items commonly referred to as securities, including Equity Securities;

Share means a share in the share capital of the Company; and the expression:

- (a) includes stock (except where a distinction between shares and stock is expressed or implied); and
- (b) where the context permits, also includes a fraction of a share; and

Sophos Ultimate Parent means Sophos Ultimate Parent, L.P, a Cayman limited partnership;

Special Resolution means;

- (a) a resolution of the Company passed as a special resolution in accordance with the Law;
- (b) provided that any special resolution either:
 - a. required by Law to be passed as a special resolution under Article 12; and
 - b. proposing to alter Article 12 in any way,

shall not be passed unless the 2/3rd threshold of a special resolution under the Law includes the Holders of the Required Interest

Subsidiary means, with respect to any person, any corporation, limited liability company, partnership, association, or business entity of which if (a) a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that person or one or more of the other Subsidiaries of that person or a combination thereof, or (b) a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that person or one or more Subsidiaries of that person or a combination thereof. For purposes hereof, a person or persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association, or other business entity (other than a corporation) if such person or persons shall be allocated a majority of limited liability company, partnership, association, or other business entity gains or losses or shall be or shall control any managing director or general partner of such limited liability company, partnership, association, or other business entity. For purposes hereof, references to a "Subsidiary" of any person shall be given effect only at such times that such person has one or more Subsidiaries, and, unless otherwise indicated, the term "Subsidiary" refers to a Subsidiary of the Company;

Subsidiary Public Offering means any sale of the common equity securities of any Subsidiary of the Company (or a successor thereto) provided that none of the following shall be considered a Subsidiary Public Offering: (a) any issuance of common equity securities as consideration for a merger or acquisition, or (b) any issuance of common equity securities or rights to acquire common equity securities to employees of the Company or any of its Subsidiaries as part of an incentive compensation plan;

TB Fund XII Global means Thoma Bravo Fund XII Global, L.P.;

TB Fund XII-A Global means Thoma Bravo Fund XII-A Global, L.P.;

TB Executive Fund XII Global means Thoma Bravo Executive Fund XII Global, L.P.;

TB Executive Fund XII-a Global means Thoma Bravo Executive Fund XII-a Global, L.P.;

TB Fund XIII Global means Thoma Bravo Fund XIII Global, L.P.;

TB Fund XIII-A Global means Thoma Bravo Fund XIII-A Global, L.P.;

TB Executive Fund XIII Global means Thoma Bravo Executive Fund XIII Global, L.P.;

TB Funds means TB Fund XIII Global, TB Fund XIII-A Global, TB Executive Fund XIII Global, TB Fund XII Global, TB Fund XII-A Global, TB Executive Fund XII Global, TB Executive Fund XII-a Global and any other investment vehicle or fund controlled by or managed by Thoma Bravo or its Affiliates;

Thoma Bravo means Thoma Bravo, LLC, a Delaware limited company, or Thoma Bravo Global, LLC, a Cayman Islands limited liability company, as applicable;

Unvested Class B Shares means, as of any given time, any Class B Shares that are subject to vesting or a similar forfeiture provision (other than solely in connection with a termination for "cause") pursuant to any Management Equity Agreement and which have not yet vested or as to which such forfeiture provision shall not have lapsed in accordance with the terms of such Management Equity Agreement,

Interpretation

1.2 In the interpretation of these Articles, the following provisions apply unless the context otherwise requires:

- (a) A reference in these Articles to a statute is a reference to a statute of the Island as known by its short title, and includes:
 - (i) any statutory modification, amendment or re-enactment; and
 - (ii) any subordinate legislation or regulations issued under that statute;
- (b) Headings are inserted for convenience only and do not affect the interpretation of these Articles, unless there is ambiguity;
- (c) If a day on which any act, matter or thing is to be done under these Articles is not a Business Day, the act, matter or thing must be done on the next Business Day;
- (d) A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders;
- (e) A reference to a **person** includes, as appropriate, a company, trust, partnership, joint venture, association, body corporate or government agency;

- (f) Where a word or phrase is given a defined meaning another part of speech or grammatical form in respect to that word or phrase has a corresponding meaning;
- (g) All references to time are to be calculated by reference to time in the place where the Company's registered office is located;
- (h) The words **written** and **in writing** include all modes of representing or reproducing words in a visible form, but do not include an Electronic Record where the distinction between a document in writing and an Electronic Record is expressed or implied; and
- (i) The words **including**, **include** and **in particular** or any similar expression are to be construed without limitation.

Exclusion of Standard Table

- 1.3 The regulations contained in the Standard Table adopted pursuant to the Companies (Standard Table) (Jersey) Order 1992 and any other regulations contained in any statute or subordinate legislation are expressly excluded and do not apply to the Company.

2 Shares

Classes of Shares

- 2.1 Each Member's interest in the Company, including such Member's interest in the Distributions of the Company as set out in Article 26 (*Distributions*) and the right to *consent or approve certain specific matters as provided in these Articles*, shall be represented by the Shares owned by such Member.
- 2.2 A Member holding an Incentive Share shall not have any rights hereunder (including the right to receive Distributions) in respect of such Share until such time as such Share is fully vested in accordance with the terms and conditions set forth in a Management Equity Agreement or other agreement pursuant to which such Share was issued (to the extent the applicable agreement provides for vesting), but, unless the context otherwise requires, all such unvested Shares shall be deemed outstanding for all other purposes hereunder and such Member shall be subject to the obligations and restrictions applicable to the holders of Shares hereunder.

Power to issue Shares and options, with or without special rights

- 2.3 The directors have general and unconditional authority to allot (with or without confirming rights of renunciation), grant options over or otherwise deal with any unissued Shares of the Company to such persons at such times and on such terms and conditions as they may decide.
- 2.4 Without limitation to the preceding Article, the directors may so deal with the unissued Shares of the Company:
 - (a) either, in the case of a par value company, at a premium or at par or, in the case of a no par value company, at an issue price determined by the directors;

- (b) with preferred, deferred or other special rights or restrictions whether in regard to dividend, voting, return of capital or otherwise;
- (c) without preferred, deferred or other special rights or restrictions whether in regard to dividend, voting, return of capital or otherwise.

Management Incentive Shares

- 2.5 Without limiting any other rights of the Company, the directors of the Company may grant, award, issue or sell any unallocated Class B Shares, or other Equity Securities, in the capital of the Company to any existing or new employee, officer, director, manager, independent contractor, consultant, advisor or other service provider of the Company or any of its subsidiaries pursuant to a Management Equity Agreement (to be approved by the board of directors), which agreements shall contain such provisions as the board of directors shall determine.
- 2.6 In the board's discretion, the terms of any Class B Shares granted, awarded, issued or sold pursuant to this Article 2 ("**Incentive Shares**") may include limitations on the Distribution entitlements of such Incentive Shares, including a threshold amount expressed on a per Share basis ("**Participation Threshold**") of cumulative Distributions that must be made in respect of all or one or more specified classes of Shares, or in respect of each Share in a class of Shares, outstanding immediately prior to the issuance of such Incentive Shares before such Incentive Shares will be entitled to receive any Distributions. The board of directors of the Company may authorise the issuance of one or more specified classes of Incentive Shares to service providers and the applicable Management Equity Agreement or any other agreement entered into with the service provider in connection therewith may modify the economics of such Incentive Shares (including any requirement to qualify such Shares as profits interests).
- 2.7 Unless otherwise determined by the board of directors of the Company, on the date of each grant of Incentive Shares, the board of directors shall establish an initial Participation Threshold in respect of each Incentive Share granted on such date. The initial Participation Threshold in respect of an Incentive Share shall be equal to or greater than the excess of (x) the Fair Market Value of a Class B Share that is not an Incentive Share on the date of grant of such Incentive Share immediately prior to such grant over (y) the total Capital Contributions (if any) made by the relevant Member in respect of the applicable Incentive Shares being granted. The board of directors may designate a series number for each subset of Incentive Shares consisting of Incentive Shares having the same initial Participation Threshold, which Participation Threshold differs from the Participation Thresholds of all Incentive Shares not included in such subset. If the board of directors elects to so designate Incentive Shares then the first Incentive Share issued on or after the date of the Special Resolution adopting these Articles shall be designated as "Series 1 Incentive Shares". Each Incentive Share's Participation Threshold shall be adjusted after the grant of such Incentive Share in the following manner, without further action by the board of directors:
- (a) in the event of any Distribution made pursuant to Article 26, the Participation Threshold of each Incentive Share outstanding at the time of such Distribution shall be reduced (but not below zero) by the amount that a Class B Share that is

not an Incentive Share receives in such Distribution less the amount that such Incentive Share is entitled to receive in such Distribution, if any (with such reduction occurring immediately after the determination of the portion of such Distribution, if any, that such Incentive Share is entitled to receive). In order to preserve the economic results intended by these Articles, the board of directors may, in its discretion, determine whether any Distribution or portion of any Distribution should reduce the Participation Threshold of an Incentive Share. For purposes of applying the adjustments of this Article 2, the board of directors may also interpret Article 26.4(a) by breaking a single distribution into two or more distributions treated as separate distributions occurring in order (and if such an approach is taken, the adjustments to Participation Threshold pursuant to this Article 2 shall be made after each separate distribution and before the next distribution);

- (b) in the event of any Capital Contribution made in respect of outstanding Class B Shares that are not Incentive Shares, the Participation Threshold of each Incentive Share outstanding at the time of such Capital Contribution shall be increased by an amount equal to (A) the aggregate amount of such Capital Contribution divided by (B) the total number of outstanding Class B Shares that are not Incentive Shares);
- (c) if the Company at any time subdivides (by any Share split or otherwise) the Class B Shares into a greater number of shares, the Participation Threshold of each Incentive Share outstanding immediately prior to such subdivision shall be proportionately reduced, and if the Company at any time subdivides the Class B Shares into a smaller number of Shares, the Participation Threshold of each Incentive Share outstanding immediately prior to such subdivision shall be proportionately increased; and
- (d) unless otherwise determined by the directors, no adjustment to any Participation Threshold shall be made in connection with (A) any redemption or repurchase by the Company of any Shares or other Equity Securities of the Company or [(B) any Capital Contribution by any Member in exchange for newly issued Shares or other Equity Securities of the Company.

Management Co-Invest Securities

- 2.8 The board of directors shall have the power and discretion to approve the creation, authorisation, issuance and sale of Equity Securities to existing or new employees, officers, directors, managers, independent contractors, consultants, advisors or other service providers of the Company or any of its subsidiaries (including Executives) pursuant to a director approved incentive co-invest plan or program ("**Management Co-Invest Securities**"). The board of directors shall have the power and discretion to approve which of the foregoing persons should be offered and sold such Management Co-Invest Securities, the number of Management Co-Invest Securities to be offered and sold to each person and the purchase price and other terms and conditions with respect thereto.

Power to issue fractions of a Share

- 2.9 Subject to the Law, the Company may issue fractions of a Share of any class. A fraction of a Share shall be subject to and carry the corresponding fraction of liabilities (whether with respect to calls or otherwise), limitations, preferences, privileges, qualifications, restrictions, rights and other attributes of a Share of that class of Shares.

Power to pay commissions and brokerage fees

- 2.10 Subject to the Law, the Company may pay a commission to any person in consideration of that person:
- (a) subscribing or agreeing to subscribe, whether absolutely or conditionally; or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company. That commission may be satisfied by the payment of cash or the allotment of Fully Paid or partly-paid Shares or partly in one way and partly in another.
- 2.11 The Company may employ a broker in the issue of its capital and pay him any proper commission or brokerage.

Trusts not recognised

- 2.12 Except as required by law:
- (a) no person shall be recognised by the Company as holding any Share on any trust; and
 - (b) no person other than the Member shall be recognised by the Company as having any right in a Share.

Power to vary class rights

- 2.13 If the share capital is divided into different classes of Shares then, unless the terms on which a class of Shares was issued state otherwise, the rights attaching to a class of Shares may only be varied if one of the following applies:
- (a) the Members holding two thirds of the issued Shares of that class consent in writing to the variation; or
 - (b) the variation is made with the sanction of a Special Resolution passed at a separate general meeting of the Members holding the issued Shares of that class.
- 2.14 For the purpose of paragraph 2.13(b) of the preceding Article, all the provisions of these Articles relating to general meetings apply, mutatis mutandis, to every such separate meeting except that:
- (a) the necessary quorum shall be one or more persons holding, or representing by proxy, not less than one third of the issued Shares of the class; and

- (b) any Member holding issued Shares of the class, present in person or by proxy or, in the case of a corporate Member, by its duly authorised representative, may demand a poll.

Effect of new Share issue on existing class rights

- 2.15 Unless the terms on which a class of Shares was issued state otherwise, the rights conferred on the Member holding Shares of any class shall not be deemed to be varied by the creation or issue of further Shares ranking *pari passu* with the existing Shares of that class.

Capital contributions without issue of further Shares

- 2.16 With the consent of a Member, the directors may accept a voluntary contribution from that Member without issuing Shares in return. If the directors agree to accept a voluntary contribution from a Member, the directors shall resolve whether that contribution shall be treated as an addition to the capital account of the Company or to a general reserve of the Company (it being understood that the contribution is not provided by way of loan).

No bearer Shares or warrants

- 2.17 The Company shall not issue bearer Shares or warrants.

Limit on the number of joint holders

- 2.18 In respect of a Share, the Company shall not be required to enter the names of more than four joint holders in the register of members of the Company.
- 2.19 If two or more persons are registered as joint holders of a Share, then any one of those joint holders may give effectual receipts for moneys payable in respect of that Share.

Treasury Shares

- 2.20 From time to time, the Company may hold its own Shares as treasury shares and the directors may sell, transfer or cancel any treasury shares in accordance with the Law. For the avoidance of doubt, the Company shall not be entitled to vote or receive any distributions in respect of any treasury shares held by it.

3 Share certificates

Issue of share certificates

- 3.1 Upon being entered in the register of members as the holder of a Share, a Member shall be entitled:
 - (a) without payment, to one certificate for all the Shares of each class held by that Member (and, upon transferring a part of the Member's holding of Shares of any class, to a certificate for the balance of that holding); and

- (b) upon payment of such reasonable sum as the directors may determine for every certificate after the first, to several certificates each for one or more of that Member's Shares.
- 3.2 Every certificate shall specify the number, class and distinguishing numbers (if any) of the Shares to which it relates and whether they are Fully Paid or partly paid up. A certificate may be executed under seal or executed in such other manner as the directors determine.
- 3.3 The Company shall not be bound to issue more than one certificate for Shares held jointly by several persons and delivery of a certificate for a Share to one joint holder shall be a sufficient delivery to all of them.

Renewal of lost or damaged share certificates

- 3.4 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to:
 - (a) evidence;
 - (b) indemnity;
 - (c) payment of the expenses reasonably incurred by the Company in investigating the evidence; and
 - (d) payment of a reasonable fee, if any, for issuing a replacement share certificate, as the directors may determine, and (in the case of defacement or wearing-out) on delivery to the Company of the old certificate.

4 Lien on Shares

Nature and scope of lien

- 4.1 The Company has a first and paramount lien on all Shares (which are not Fully Paid) registered in the name of a Member (whether solely or jointly with others). The lien is for all moneys payable to the Company by the Member or the Member's estate:
 - (a) either alone or jointly with any other person, whether or not that other person is a Member; and
 - (b) whether or not those moneys are presently payable.
- 4.2 At any time the directors may declare any Share to be wholly or partly exempt from the provisions of this Article.

Company may sell Shares to satisfy lien

- 4.3 The Company may sell any Shares over which it has a lien if all of the following conditions are met:
 - (a) the sum in respect of which the lien exists is presently payable;

- (b) the Company gives notice to the Member holding the Share (or to the person entitled to it in consequence of the death or bankruptcy of that Member) demanding payment and stating that if the notice is not complied with the Shares may be sold; and
- (c) that sum is not paid within 14 Clear Days after that notice is deemed to be given under these Articles.

4.4 The Shares may be sold in such manner as the directors determine.

4.5 To the maximum extent permitted by law, the directors shall incur no personal liability to the Member concerned in respect of the sale.

Authority to execute instrument of transfer

4.6 To give effect to a sale, the directors may authorise any person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee of the Shares shall not be affected by any irregularity or invalidity in the proceedings in respect of the sale.

Consequences of sale of Shares to satisfy lien

4.7 On sale pursuant to the preceding Articles:

- (a) the name of the Member concerned shall be removed from the register of members as the holder of those Shares; and
- (b) that person shall deliver to the Company for cancellation the certificate for those Shares.

Despite this, that person shall remain liable to the Company for all monies which, at the date of sale, were presently payable by him to the Company in respect of those Shares. That person shall also be liable to pay interest on those monies from the date of sale until payment at the rate at which interest was payable before that sale or, failing that, at the Default Rate. The directors may waive payment wholly or in part or enforce payment without any allowance for the value of the Shares at the time of sale or for any consideration received on their disposal.

Application of proceeds of sale

4.8 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable. Any residue shall be paid to the person whose Shares have been sold:

- (a) if no certificate for the Shares was issued, at the date of the sale; or
- (b) if a certificate for the Shares was issued, upon surrender to the Company of that certificate for cancellation,

- (c) but, in either case, subject to the Company retaining a like lien for all sums not presently payable as existed on the Shares before the sale.

5 Calls on Shares and forfeiture

Power to make calls and effect of calls

- 5.1 Subject to the terms of allotment, the directors may make calls on the Members in respect of any moneys unpaid on their Shares including any premium. The call may provide for payment to be by instalments. Subject to receiving at least 14 Clear Days' notice specifying when and where payment is to be made, each Member shall pay to the Company the amount called on his Shares as required by the notice.
- 5.2 Before receipt by the Company of any sum due under a call, that call may be revoked in whole or in part and payment of a call may be postponed in whole or in part. Where a call is to be paid in instalments, the Company may revoke the call in respect of all or any remaining instalments in whole or in part and may postpone payment of all or any of the remaining instalments in whole or in part.
- 5.3 A Member on whom a call is made shall remain liable for that call notwithstanding the subsequent transfer of the Shares in respect of which the call was made. He shall not be liable for calls made after he is no longer registered as Member in respect of those Shares.

Time when call made

- 5.4 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.

Liability of joint holders

- 5.5 Members registered as the joint holders of a Share shall be jointly and severally liable to pay all calls in respect of the Share.

Interest on unpaid calls

- 5.6 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid:
 - (a) at the rate fixed by the terms of allotment of the Share or in the notice of the call;
or
 - (b) if no rate is fixed, at the Default Rate.

The directors may waive payment of the interest wholly or in part.

Deemed calls

- 5.7 Any amount payable in respect of a Share, whether on allotment or on a fixed date or otherwise, shall be deemed to be payable as a call. If the amount is not paid when due the provisions of these Articles shall apply as if the amount had become due and payable by virtue of a call.

Power to accept early payment

- 5.8 The Company may accept from a Member the whole or a part of the amount remaining unpaid on Shares held by him although no part of that amount has been called up.

Power to make different arrangements at time of issue of Shares

- 5.9 Subject to the terms of allotment, the directors may make arrangements on the issue of Shares to distinguish between Members in the amounts and times of payment of calls on their Shares.

Notice of default

- 5.10 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than 14 Clear Days' notice requiring payment of:

- (a) the amount unpaid;
- (b) any interest which may have accrued;
- (c) any expenses which have been incurred by the Company due to that person's default.

- 5.11 The notice shall state the following:

- (a) the place where payment is to be made; and
- (b) a warning that if the notice is not complied with the Shares in respect of which the call is made will be liable to be forfeited.

Forfeiture or surrender of Shares

- 5.12 If the notice under the preceding Article is not complied with, the directors may, before the payment required by the notice has been received, resolve that any Share the subject of that notice be forfeited. The forfeiture shall include all dividends or other moneys payable in respect of the forfeited Share and not paid before the forfeiture. Despite the foregoing, the directors may determine that any Share the subject of that notice be accepted by the Company as surrendered by the Member holding that Share in lieu of forfeiture.

Disposal of forfeited or surrendered Share and power to cancel forfeiture or surrender

- 5.13 A forfeited or surrendered Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the former Member who held that Share or to any other person. The forfeiture or surrender may be cancelled

on such terms as the directors think fit at any time before a sale, re-allotment or other disposition. Where, for the purposes of its disposal, a forfeited or surrendered Share is to be transferred to any person, the directors may authorise some person to execute an instrument of transfer of the Share to the transferee.

Effect of forfeiture or surrender on former Member

5.14 On forfeiture or surrender:

- (a) the name of the Member concerned shall be removed from the register of members as the holder of those Shares and that person shall cease to be a Member in respect of those Shares; and
- (b) that person shall surrender to the Company for cancellation the certificate (if any) for the forfeited or surrendered Shares.

5.15 Despite the forfeiture or surrender of his Shares, that person shall remain liable to the Company for all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of those Shares together with:

- (a) all expenses; and
- (b) interest from the date of forfeiture or surrender until payment:
 - (i) at the rate of which interest was payable on those moneys before forfeiture; or
 - (ii) if no interest was so payable, at the Default Rate.

The directors, however, may waive payment wholly or in part.

Evidence of forfeiture or surrender

5.16 A declaration, whether statutory or under oath, made by a director or the Secretary shall be conclusive evidence of the following matters stated in it as against all persons claiming to be entitled to forfeited Shares:

- (a) that the person making the declaration is a director or Secretary of the Company; and
- (b) that the particular Shares have been forfeited or surrendered on a particular date.

Subject to the execution of an instrument of transfer, if necessary, the declaration shall constitute good title to the Shares.

Sale of forfeited or surrendered Shares

5.17 Any person to whom the forfeited or surrendered Shares are disposed of shall not be bound to see to the application of the consideration, if any, of those Shares nor shall his title to the Shares be affected by any irregularity in, or invalidity of the proceedings in respect of, the forfeiture, surrender or disposal of those Shares.

6 Transfer of shares

Restrictions on Transfer

- 6.1 Articles 6.2 – 6.7 (inclusive) of this Article 6 (*Transfer of shares*) shall, for the avoidance of doubt, only apply where there is plurality of shareholding within the Company such that another Person other than Sophos Ultimate Parent is a Holder of any Class A or Class B Shares.
- 6.2 In general, no Member shall, directly or indirectly, Transfer, or offer or agree to Transfer, any interest in his, her or its Shares or any interest therein or other interest in the Company except (i) pursuant to the provisions of, and in accordance with the conditions set forth in this Article 6, (ii) with the prior written consent of the holders of the Required Interest, (iii) pursuant to any agreement that specifically provides for a right to repurchase any Shares held by a Member or Executive or (iv) to Permitted Transferees as contemplated by this Article 6 hereof.
- 6.3 To the extent applicable, at least 20 days prior to the Transfer of any Shares (other than pursuant to a Public Offering) by any TB Fund (a "**Transferring Investor**") such Transferring Investor(s) shall deliver a written notice (the "**Sale Notice**") to the Company and to any other Institutional Holders (including, for all purposes under this Article 6, such Institutional Holders' Permitted Transferees then holding Shares) each holder of at least 5% of the then outstanding Class B Shares (on a fully-diluted basis) and any Member, or Executive specifically granted participation rights in writing pursuant to a Management Equity Agreement (the "**Participating Members**"), specifying in reasonable detail the identity of the prospective transferee(s) (a) the number and class of Shares to be transferred (b) the terms and conditions of the Transfer, (c) the proposed Transfer date, and (d) the form of consideration for which the Transfer is proposed to be made. The Participating Members may elect to participate in the contemplated Transfer, with respect to each class of Shares subject to such Transfer, at the same price per Share for each class of Share and on the same terms by delivering written notice to the Transferring Investor(s) within 10 days after delivery of the Sale Notice. If any Participating Members have elected to participate in such Transfer, the Transferring Investor(s) and such Participating Members shall be entitled to sell in the contemplated Transfer, at the same price for each class of Shares and on the same terms, a number of such class of Shares equal to the product of (a) the quotient determined by dividing the percentage of such class of Shares owned by such Person by the aggregate percentage of such class of Shares owned by the Transferring Investor(s), and all of the Participating Members (including the Person in the numerator of this Article 6 participating in such sale and (b) the number of Shares of such class to be sold in the contemplated Transfer. For the avoidance of doubt, (x) each Participating Member's participation right pursuant to this Article 6.2 shall be determined separately for each class of Shares that is the subject of such Transfer and (y) the rights set forth in this Article 6 shall apply to any Shares or Equity Securities subsequently acquired by the Participating Members, including through the exercise of preemptive rights pursuant to Article 7 to the extent applicable.
- 6.4 Notwithstanding anything herein to the contrary, if a Transferring Investor(s) intends to Transfer Shares of more than one class, each of the Participating Members electing to participate must participate in all such Transfers and with respect to each class of Shares

to be Transferred. The Transferring Investor(s) shall use its reasonable best efforts to obtain the agreement of the prospective transferee(s) to the participation of the Participating Members in any contemplated Transfer. The Transferring Investor(s) may, at its election, agree to purchase the number of such class of Shares from the Participating Members that the Participating Members are entitled to and desire to sell pursuant to this Article 6 (in which case, the Transferring Investor(s) shall be entitled to sell a corresponding number of such class of Shares to the prospective transferee(s) for the consideration per Share to be paid to the Transferring Investor(s) by the prospective transferee(s)); provided that, in the event the Shares are sold to the Transferring Investor(s) pursuant to the foregoing clause, such Member shall execute and deliver such definitive documentation as the Transferring Investor(s) shall reasonably request, including any contribution agreement, indemnification agreement, expense reimbursement agreement or other similar documentation necessary or appropriate in order to provide that such sale of such Participating Member's Shares shall be on the same terms, and subject to the same obligations and conditions set forth in this Article 6, as if such Member had sold such Shares directly to the prospective transferee(s). Each Member Transferring Shares pursuant to this Article 6 shall pay his, her or its *pro rata* share (based on the number of Shares to be sold to the prospective transferee(s) or, pursuant to the preceding sentence, the Transferring Investor(s)) of the expenses incurred by the Participating Members in connection with such Transfer and shall be obligated to join on a *pro rata* basis (based on the number of Shares to be sold to the prospective transferee(s) or, pursuant to the preceding sentence, the Transferring Investor(s)) and, for the avoidance of doubt, on a several, not joint and several, basis, in any indemnification or other obligations that the Transferring Investor(s) agrees to provide in connection with such transfer (other than any such obligations that relate specifically to a particular Participating Member, such as indemnification with respect to representations and warranties given by a Participating Member regarding such Participating Member's authority, non-contravention, title to and ownership of Shares (in which case such Participating Member shall be solely liable)); provided that, (x) the liability for such indemnification or obligations that relate to a Participating Member shall not exceed such Participating Member's gross proceeds received from such Transfer and (y) to the extent applicable, no Other Investor shall be required to execute a non-competition, non-solicitation or similar restrictive covenant agreement except for a non-solicitation and confidentiality agreement in substantially the same form and with the same scope as executed by any other Member.

- 6.5 The restrictions set forth in this Article 6 shall not apply with respect to any Transfer of Shares by a Member (i) in the case of a Related Institutional Person or Executive, to any one or more Persons in such Related Institutional Person or Executive's Family Group (whether pursuant to applicable laws of descent and distribution or otherwise) or (ii) in the case of an Institutional Holder, to any of its Affiliates (excluding any successor fund or any limited partner of an Investor, other than a Member) (collectively referred to herein as "**Permitted Transferees**"); provided that the restrictions contained in this Article 6 shall continue to be applicable to the Shares after any such Transfer; provided, further, that the transferees of such Shares shall have agreed in writing to be bound by the provisions of this Agreement prior to, and as a condition of, such Transfer. For purposes of these Articles (in particular but not limited to this Article 6), "**Family Group**" means, collectively, (x) if established solely for estate planning purposes, (A) any trust solely for the benefit of

the Related Institutional Person or Executive and/or the Related Institutional Person's or Executive's spouse and/or descendants (whether natural or adopted) and (B) any family partnership, the partners of which consist solely of the Related Institutional Person or Executive and/or the Related Institutional Person's or Executive's spouse and/or descendants (whether natural or adopted) and (y) family foundations solely for the benefit of the Related Institutional Person or Executive and/or the Related Institutional Person's or Executive's spouse and/or descendants. Notwithstanding anything herein to the contrary and only to the extent applicable, the Transfer of any Shares held by any Institutional Holder not specifically intended to circumvent the restrictions on Transfer hereunder shall not be Transfers for the purposes of this Article 6.

- 6.6 Except as otherwise previously approved by the directors of the Company, each Transfer of Shares by a Member must be made simultaneously in respect of Class A Shares and Class B Shares and must be made such that the proportion of such Member's Class A Shares to its Class B Shares, taken together, remains consistent following such Transfer
- 6.7 Notwithstanding anything herein to the contrary, unless otherwise determined by the directors in their sole discretion, none of the following Shares shall be permitted to participate in any Transfer under this Article 6: (i) Shares issuable upon the exercise of employee options (or similar equity-like incentive Shares) which have not vested or are otherwise not exercisable (ii) Shares issuable upon the exercise of vested employee options (or similar equity-like incentive Shares) whose per Share exercise price is more than the price to be paid for such Share in such Transfer; (iii) Shares which are issued as grants of incentive equity and/or restricted equity awards to officers, managers, employees or service providers of the Company and its subsidiaries and that are at the time of such Transfer subject (x) to vesting (i.e to the extent subject to possible forfeiture) and that are unvested or (y) or repurchase at Original Cost (as defined in the underlying Management Equity Agreement to the extent applicable) in each case other than in connection with a termination for Cause (as defined in the underlying Management Equity Agreement to the extent applicable) and (iv) Incentive Shares that, by reason of their Participation Thresholds, would not be entitled to any Distributions if the Fair Market Value of the Company implied from the price to be paid for such Shares if such Transfer were distributed pursuant to Article 26.
- 6.8 The restrictions on Transfer contained in this Article 6 shall not apply upon the earlier of the consummation of any initial Public Offering of the Company or the consummation of any Sale of the Company.
- 6.9 Without prejudice to Article 6.1, the directors may refuse to register the transfer of a Share to any person. They may do so in their absolute discretion, without giving any reason for their refusal, and irrespective of whether the Share is Fully Paid or the Company has no lien over it.

Form of transfer

- 6.10 Subject to the following Articles about the transfer of Shares, a Member may transfer Shares to another person by completing an instrument of transfer, in a common form or in a form approved by the directors, executed:

- (a) where the Shares are Fully Paid, by or on behalf of that Member; and
- (b) where the Shares are partly paid, by or on behalf of that Member and the transferee.

Notice of refusal to register

- 6.11 If the directors refuse to register a transfer of a Share, they must send notice of their refusal to the existing Member within two months after the date on which the transfer was lodged with the Company.

Power to suspend registration

- 6.12 The directors may suspend registration of the transfer of Shares at such times and for such periods (not exceeding 30 days in any calendar year) as they determine.

Fee, if any, payable for registration

- 6.13 If the directors so decide, the Company may charge a reasonable fee for the registration of any instrument of transfer or other document relating to the title to a Share.

Company may retain instrument of transfer

- 6.14 The Company shall be entitled to retain any instrument of transfer which is registered; but an instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

7 Pre-Emption

- 7.1 This Article 7 (*Pre-Emption*) shall, for the avoidance of doubt, (a) only apply where there is plurality of shareholding within the Company such that another Person other than Sophos Ultimate Parent is a Holder of any Class A or Class B Shares and (b) in all cases are subject to the Law;.
- 7.2 If the board of directors of the Company authorise the issuance or sale of any New Securities, the Directors of the Company shall deliver a written notice ("**Offer Notice**") to each Institutional Holder (including, for all purposes under this Article 7, such Investor's Permitted Transferees then holdings shares), each Holder of at least 5% of the then outstanding Class B Shares (on a fully-diluted basis) any any Executive specifically granted preemptive rights in writing to pursuant to a Management Equity Agreement, if any (collectively, "**Preemptive Rights Holders**") offering to issue or sell to such Preemptive Rights Holder a portion of such New Securities (and if more than one class of securities is included in the New Securities, then a portion of the amount of each such class of securities included in the New Securities) equal to the quotient determined by dividing (i) the number of Class B Shares on a fully-diluted basis held by such Preemptive Rights Holder (and its Permitted Transferees) by (ii) the aggregate number of Class B Shares on a fully diluted basis then held by all Preemptive Rights Holders, in each case determined before giving effect to the issuance of New Securities (the "**Proportionate Share**"). The Offer Notice shall be delivered to each Preemptive Rights Holder no later than 30 days following the Directors' authorization of such issuance or sale. The Offer

Notice shall state: (A) the number of New Securities (x) to be issued in connection with such issuance and (y) the portion of their respective Proportionate Shares of the New Securities to be purchased by the Investors and their Affiliates in connection with such issuance; (B) the terms of (x) such New Securities (including the approximate per share purchase price thereof) and (y) description of any agreement such Preemptive Rights Holder will be required to execute in connection with such issuance; and (C) the Preemptive Rights Holder's Proportionate Share of such issuance. In order to exercise its, his or her purchase rights under this Article 7, a Preemptive Rights Holder must deliver a written notice (an **"Election Notice"**) to the Company describing its election hereunder, including the amount of New Securities which such Preemptive Rights Holder desires to purchase as well as the maximum amount of New Securities such Preemptive Rights Holder would be willing to purchase in the event any other Preemptive Rights Holder does not elect to purchase its full Proportionate Share of New Securities. Such Election Notice must be delivered to the Company during the ten (10) day period (the **"Offering Period"**) following such Preemptive Rights Holder's receipt of the Offer Notice. If, following an Offer Notice any Preemptive Rights Holder does not deliver an Election Notice within the applicable Offering Period, or declines to purchase the full amount of New Securities that such Preemptive Rights Holder is entitled to purchase, unless otherwise determined by the board of directors (which may be done on an individual Preemptive Rights Holder basis) such Preemptive Rights Holder shall lose his, her or its status as a Preemptive Rights Holder (other than the right to purchase the amount of New Securities specified in the Election Notice) and forfeit any and all future rights under this Article 7, in each case, solely with respect to the applicable Offer Notice.

- 7.3 Each such Preemptive Rights Holder shall be entitled to purchase such New Securities at the same price and on the same economic (but not governance) terms as such New Securities are offered and sold; provided, that if a Person participating in such purchase of New Securities is required in connection therewith also to purchase other Securities of the Company, each Preemptive Rights Holder exercising its rights pursuant to this Article 7 shall also be required to purchase such other Securities on the same economic terms and conditions as those on which the offeree or purchaser of the New Securities is or was required to purchase such other Securities (e.g., such holder shall be required to purchase the same types and classes of other Securities, in the same proportions relative to their purchases of New Securities and at the same prices per Security). For example, if the board of directors offers to sell Class A Shares and requires that, as part of such purchase, the offeree of such Class A Shares must also purchase Class B Shares, each Preemptive Rights Holder exercising rights to purchase Class A Shares pursuant to this Article 7 would be obligated also to purchase the corresponding proportionate amount of Class B Shares at the same price per Share reflected in that Offer Notice. Each Preemptive Rights Holder participating in such purchase shall also be obligated to execute agreements in the form presented to such holder by the board of directors, so long as such agreements (including any representations, warranties, covenants or obligations contained therein) are substantially similar to those to be, or which previously were, executed by the Investors or, if applicable, their affiliates, without taking into consideration any rights (including governance or approval rights) which do not entitle such other purchaser(s) to a higher economic return on the New Securities than the economic return to which the Preemptive Rights Holders exercising rights pursuant to this Article 7 will be entitled with respect to New Securities. The purchase price for all New

Securities offered to each Preemptive Rights Holder shall be payable in cash by wire transfer of immediately available funds to an account designated by the board of directors in the Offer Notice on the date specified in the Offer Notice. In the event any Preemptive Rights Holder does not elect to purchase its full Proportionate Share of New Securities, the board of directors shall allocate any remaining amount among those Preemptive Rights Holders (including, for the avoidance of doubt, the Investors) (pro rata based on the number of Class B Shares held by each such Preemptive Rights Holder) who have indicated in their Election Notice a desire to purchase New Securities in excess of their respective Proportionate Shares (provided the Investors may elect to participate in such allocation notwithstanding that the Investors did not deliver an Election Notice).

- 7.4 Notwithstanding the notice requirements of this Article 7, the board of directors may proceed with any issuance of New Securities prior to having complied with the provisions of this Article 7 if (i) promptly (but in any event within ten business days) following such issuance, the board of directors (x) provides to each Preemptive Rights Holder who would have been entitled to be given notice of such issuance under Article 7, notice of such issuance (which notice shall include all information required to be included in an Offer Notice) and (y) offers to sell to each Preemptive Rights Holder to whom such notice is delivered such Preemptive Rights Holder's Proportionate Share of the issuance and any additional New Securities that such Preemptive Rights Holder would have been entitled to purchase pursuant to the procedures of this Article 7 had such procedures been followed prior to the issuance, (ii) the subscription (or similar) agreement with the original purchasers of the New Securities includes a provision permitting the Company, subject to the Law, such New Securities, for a purchase price equal to the amount paid for such New Securities, in an amount necessary to satisfy any elections made by Preemptive Rights Holders who were not among such original purchasers in response to the notice furnished pursuant to clause (i) above, and (iii) any Preemptive Rights Holder that delivers an Election Notice to the Company within five (5) business days following receipt of the notice furnished pursuant to clause (i) above is permitted to purchase the New Securities it would have been entitled to purchase under this Article 7 had such notice been provided prior to such issuance for a purchase price equal to the amount paid for such Securities either (x) from the purchaser of such New Securities or (y) from the Company (in which case the Company shall, subject to the Law, redeem an equivalent amount of New Securities).
- 7.5 Notwithstanding anything herein to the contrary, unless otherwise determined by the board of directors in its sole discretion, none of the following Shares shall be permitted to participate in any preemptive rights offering under this Article 7: (i) Shares issuable upon the exercise of employee options (or similar equity-like incentive Shares) which have not vested or are otherwise not exercisable; and (ii) Shares which are issued as grants of incentive equity and/or restricted equity awards to officers, managers, employees, consultants, advisors, independent contractors or service providers of the Company and that are at the time of such Transfer (x) subject to vesting (i.e., to the extent subject to possible forfeiture) and which are unvested or (y) subject to repurchase at "Original Cost" (as defined in the underlying Management Equity Agreement with respect thereto), in each case other than in connection with a termination for "Cause" (as defined in the underlying Management Equity Agreement with respect thereto).

- 7.6 If the Investors acquire, to the extent applicable, any debt securities of the Company on a secondary market, the provisions of this Article 7 shall apply mutatis mutandis solely with respect to the Other Investors as if such debt securities were issued directly by the board of directors on behalf of the Company, as applicable, to the Investors; provided, that, so long as the Other Investors are given reasonable opportunity to participate, the times periods set forth in this Article 7 may be decreased by the Investors to the extent reasonably necessary under the circumstances of such transaction. For the avoidance of doubt, nothing in this Article 7 shall give any Members any right to participate in, any participation (including in a secondary market) by a credit or debt investment fund managed by Thoma Bravo in any senior, mezzanine or junior loan or credit facility of the Company or its Subsidiaries.

8 Transmission of Shares

Persons entitled on death of a Member

- 8.1 If a Member dies, the only persons recognised by the Company as having any title to the deceased Members' interest are the following:
- (a) where the deceased Member was a joint holder, the survivor or survivors; and
 - (b) where the deceased Member was a sole holder, that Member's personal representative or representatives.
- 8.2 Nothing in these Articles shall release the deceased Member's estate from any liability in respect of any Share, whether the deceased was a sole holder or a joint holder.

Registration of transfer of a Share following death or bankruptcy

- 8.3 A person becoming entitled to a Share in consequence of the death or bankruptcy of a Member may elect to do either of the following:
- (a) to become the holder of the Share; or
 - (b) to transfer the Share to another person.
- 8.4 That person must produce such evidence of his entitlement as the directors may properly require.
- 8.5 If the person elects to become the holder of the Share, he must give notice to the Company to that effect. For the purposes of these Articles, that notice shall be treated as though it were an executed instrument of transfer.
- 8.6 If the person elects to transfer the Share to another person then:
- (a) if the Share is Fully Paid, the transferor must execute an instrument of transfer; and
 - (b) if the Share is partly paid, the transferor and the transferee must execute an instrument of transfer.

- 8.7 All the Articles relating to the transfer of Shares shall apply to the notice or, as appropriate, the instrument of transfer.

Indemnity

- 8.8 The directors may require a person registered as a Member by reason of the death or bankruptcy of another Member to indemnify the Company and the directors against any loss or damage suffered by the Company or the directors as a result of that registration.

Rights of person entitled to a Share following death or bankruptcy

- 8.9 A person becoming entitled to a Share by reason of the death or bankruptcy of a Member shall have the rights to which he would be entitled if he were registered as the holder of the Share. But, until he is registered as Member in respect of the Share, he shall not be entitled to attend or vote at any meeting of the Company or at any separate meeting of the holders of that class of Shares in the Company.

9 Alteration of capital

Increasing, consolidating, converting, dividing and cancelling share capital

- 9.1 To the fullest extent permitted by the Law and subject to the further provisions of these Articles relating to the increase, consolidation, conversion, sub-division and/or cancellation of Shares (including but not limited to the Class A or Class B Shares), the Company may by Special Resolution do any of the following (and amend its Memorandum and its Articles for that purpose):
- (a) increase its share capital in the manner prescribed by the resolution;
 - (b) consolidate and divide all or any of its share capital;
 - (c) convert all or any of its Paid Up Shares into stock, and reconvert that stock into Paid Up Shares of any denomination;
 - (d) sub-divide its Shares or any of them, including, in respect of any sub-division, so that the proportion between the amount paid and the amount, if any, unpaid on each sub-divided Share shall be the same as it was in case of the Share from which the sub-divided Share is derived; and the resolution may determine that, as between the Shares resulting from the sub-division, one or more of the Shares may, as compared with the others, have such preferred, deferred or other special rights, or be subject to such restrictions as the Company has power to attach to unissued or new Shares;
 - (e) cancel Shares which, at the date of the passing of the resolution to cancel them, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the Shares so cancelled or, in the case of Shares without nominal par value, diminish the number of Shares into which its capital is divided;

- (f) convert all or any of the Shares denominated in a particular currency into Shares denominated in a different currency, the conversion being effected at the rate of exchange (calculated to not less than three significant figures) current at the date of the resolution being a time within 40 Clear Days before the conversion takes effect; and
- (g) with respect to any Member's outstanding Class A Shares held as of the time of any Distribution pursuant to Article 26, such Class A Shares shall automatically be converted into redeemable shares, redeemed and cancelled immediately following such Distribution if, immediately following such Distribution, the aggregate Class A Unpaid Yield on such Member's Class A Shares is zero and the aggregate Class A Unreturned Capital on such Member's Class A Shares is zero. To the extent that the board of directors has in its discretion caused the Company to issue certificates to any Member representing any such Class A Shares so cancelled, such Member shall promptly after such Distribution surrender to the Company such certificate or certificates representing such Class A Shares (or, if such Member alleges that such certificate(s) has been lost, stolen or destroyed, deliver a lost certificate affidavit and agreement reasonably acceptable to the Company to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, theft, destruction of such certificate); provided, that the failure to deliver such certificates shall not in any way alter or compromise the cancellation of such Class A Shares.

Class B Share Subdivision

- 9.2 If the Company at any time subdivides the Class B Shares into a greater number of shares, such subdivision shall divide each sub-class or series of Class B Shares proportionately, and if the board of directors at any time subdivides the Class B Shares into a smaller number of Shares, such subdivision shall divide each class of Class B Shares proportionately.

Reducing share capital

- 9.3 Subject to the Law and to any rights for the time being conferred on the Members holding a particular class of Shares, the Company may, by Special Resolution, reduce its share capital in any way.

Sale of fractions of Shares

- 9.4 Whenever, as a result of a consolidation of Shares, any Members would become entitled to fractions of a Share, the directors may, in their absolute discretion, on behalf of those Members, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Law, the Company) and distribute the net proceeds of sale in due proportion among those Members, and the directors may authorise some 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.

10 Redemption and purchase of Shares

Power to issue redeemable Shares and to purchase Shares

10.1 Subject to the Law, and to any rights for the time being conferred on the Members holding a particular class of Shares, the Company may by its directors:

- (a) issue Shares that are to be redeemed or liable to be redeemed, at the option of the Company or the Member holding those redeemable Shares, on the terms and in the manner its directors determine before the issue of those Shares;
- (b) convert existing non-redeemable limited shares, whether issued or not, into Shares that are to be redeemed or liable to be redeemed, at the option of the Company or the Member holding those redeemable Shares, on the terms and in the manner its directors determine before the conversion of those Shares; and
- (c) purchase all or any Shares of any class including any redeemable Shares.

The Company may hold Shares acquired by way of purchase or redemption in treasury in a manner authorised by the Law.

The Company may make a payment in respect of the redemption or purchase of Shares in any manner authorised by the Law, including out of capital and otherwise than out of its profits or the proceeds of a fresh issue of Shares.

Power to pay for redemption or purchase in cash or in specie

10.2 When making a payment in respect of the redemption or purchase of Shares, the directors may make the payment in cash or in specie (or partly in one way and partly in the other way).

Effect of redemption or purchase of a Share

10.3 Upon the date of redemption or purchase of a Share:

- (a) the Member holding that Share shall cease to be entitled to any rights in respect of the Share other than the right to receive:
 - (i) the price for the Share; and
 - (ii) any dividend declared in respect of the Share prior to the date of redemption or purchase;
- (b) the Member's name shall be removed from the register of members with respect to the Share; and
- (c) the Share shall be cancelled or become a treasury share.

For the purpose of this Article, the date of redemption or purchase is the date when the redemption or purchase falls due.

11 Management Equity Agreement and other agreements

- 11.1 If any Share is to be forfeited or repurchased in accordance with any Management Equity Agreement or any other agreement, the board of directors may, at its option, convert any such Share into a redeemable share that may be redeemed by the Company on the terms as set out in the applicable Management Equity Agreement or other agreement, or failing that which as may be determined by the board of directors.

12 Approval Rights of the Required Interest

- 12.1 For the avoidance of doubt, this Article 12 (*Approval Rights of the Required Interest*) shall only apply where there is plurality of shareholding within the Company such that another Person other than Sophos Ultimate Parent is a Holder of any Class A or Class B Shares
- 12.2 The board of directors shall cause the Company not to (subject to in all cases to the Law), and shall, insofar as it is capable through the exercise of management, voting and control rights, not permit any Subsidiary thereof to, without the prior written consent of the holders of the Required Interest:
- (a) directly or indirectly make any Distributions upon any Equity Securities of the Company under Article 26.4;
 - (b) other than with respect to the repurchase of Equity Securities of the Company from employees, directors, managers, officers, or other service providers of the Company or its Subsidiaries following their termination or cessation of services, directly or indirectly redeem, purchase or otherwise acquire, or permit any Subsidiary to redeem, purchase or otherwise acquire, any Equity Securities of the Company (including warrants, options and other rights to acquire Equity Securities of the Company);
 - (c) authorize, issue, sell or enter into any agreement providing for the issuance (contingent or otherwise), or permit any Subsidiary to authorize, issue, sell or enter into any agreement providing for the issuance (contingent or otherwise) of, (i) any notes or debt Securities containing equity features (including any notes or debt Securities convertible into or exchangeable for Equity Securities, issued in connection with the issuance of Equity Securities or containing profit participation features) or (ii) any Equity Securities (or any Securities convertible into or exchangeable for any Equity Securities) or rights to acquire any Equity Securities, other than the issuance of Equity Securities by a Subsidiary to the Company or another direct or indirect Subsidiary;
 - (d) merge or consolidate with any Person or permit any Subsidiary to merge or consolidate with any Person (other than a wholly owned Subsidiary) or adopt a plan of complete or partial winding up, liquidation, dissolution, recapitalization or other reorganization or otherwise permit its corporate existence to be suspended, lapsed or revoked;

- (e) except as contemplated by these Articles in connection with a Public Offering, liquidate, commence winding up, dissolve or effect a recapitalization or reorganization in any form of transaction;;
- (f) acquire or divest, or permit any Subsidiary to acquire or divest, any interest in any company or business (whether by a purchase or sale of assets, purchase or sale of stock, merger or otherwise), or enter into any joint venture, involving an aggregate consideration (including the assumption of liabilities whether direct or indirect) exceeding \$25,000,000 in any one transaction or series of related transactions;
- (g) enter into, or permit any Subsidiary to enter into, any transaction with any of its or any Subsidiary's officers, managers, directors, employees or Affiliates or any individual related by blood, marriage or adoption to any such Person or any entity in which any such Person or individual owns a beneficial interest, except for normal employment arrangements and benefit programs on reasonable terms and except as otherwise expressly contemplated by these Articles;
- (h) create, incur, assume or suffer to exist, or permit any Subsidiary to create, incur, assume or suffer to exist, indebtedness exceeding \$10,000,00010,000,000, individually or in the aggregate;
- (i) to the extent applicable, terminate the any of the Company's Subsidiary's chief executive officer or chief financial officer or employ a new chief executive officer or chief financial officer;
- (j) enter into any material refinancing of the senior credit facilities of the Company or any of its Subsidiaries;
- (k) make any material changes to the nature of the primary business of the Company or any of its Subsidiaries;
- (l) compromise or settle, or permit any Subsidiary to compromise or settle, any litigation or dispute for an amount in excess of \$1,000,000; or
- (m) change the Company's, or any Subsidiary's, auditors or the Company's material accounting policies.

13 Meetings of members

Power to call meetings

- 13.1 The directors may call a general meeting at any time.
- 13.2 If there are insufficient directors to constitute a quorum and the remaining directors are unable to agree on the appointment of additional directors, the directors must call a general meeting for the purpose of appointing additional directors.
- 13.3 The directors must also call a general meeting if requisitioned in the manner set out in the next two Articles.

- 13.4 The requisition must be in writing and given by one or more Members who together hold at least 10% of the rights to vote at such general meeting.
- 13.5 The requisition must also:
- (a) specify the purpose of the meeting;
 - (b) be signed by or on behalf of the requisitioners. The requisition may consist of several documents in like form signed by one or more of the requisitioners; and
 - (c) be delivered to the Company's registered office in accordance with the notice provisions.
- 13.6 Should the directors fail to call a general meeting within 21 Clear Days from the date of receipt of a requisition, the requisitioners or any of them may call a general meeting within three months after the end of that period.
- 13.7 Without limitation to the foregoing, if there are insufficient directors to constitute a quorum and the remaining directors are unable to agree on the appointment of additional directors, any one or more Members who together hold at least 10% of the rights to vote at a general meeting may call a general meeting for the purpose of considering the business specified in the notice of meeting which shall include as an item of business the appointment of additional directors.
- 13.8 If the Members call a meeting under the above provisions, the Company shall reimburse their reasonable expenses.

Dispensation of annual general meetings

- 13.9 There is no requirement to hold an annual general meeting.

Content of notice

- 13.10 Notice of a general meeting shall specify each of the following:
- (a) the place, the date and the time of the meeting;
 - (b) if the meeting is to be held in two or more places, the technology that will be used to facilitate the meeting;
 - (c) subject to paragraph 13.10(d), the general nature of the business to be transacted;
 - (d) if a resolution is proposed as a Special Resolution, the text of that resolution; and
 - (e) in the case of an annual general meeting, that the meeting is an annual general meeting.
- 13.11 In each notice, there shall appear with reasonable prominence the following statements:

- (a) that a Member who is entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of that Member; and
- (b) that a proxy need not be a Member.

Period of notice

13.12 A general meeting, including an annual general meeting, shall be called by at least 14 Clear Days' notice in writing in accordance with the Law. A meeting, however, may be called on shorter notice if it is so agreed:

- (a) in the case of an annual general meeting, by all the Members entitled to attend and vote at that meeting; and
- (b) in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at that meeting, being a majority together holding not less than:
 - (i) 95% where a Special Resolution is to be considered; or
 - (ii) 90% for all other meetings,of the total voting rights of the Members who have that right.

Persons entitled to receive notice

13.13 Subject to the provisions of these Articles and to any restrictions imposed on any Shares, the notice shall be given to the following people:

- (a) the Members;
- (b) persons entitled to a Share in consequence of the death or bankruptcy of a Member;
- (c) the directors;
- (d) the Company's auditor (if any); and
- (e) persons entitled to vote in respect of a Share in consequence of the incapacity of a Member.

Publication of notice on a website

13.14 Subject to the Law, a notice of a general meeting may be published on a website providing the recipient is given separate notice of:

- (a) the publication of the notice on the website;
- (b) the place on the website where the notice may be accessed;
- (c) how it may be accessed; and

(d) the place, date and time of the general meeting.

- 13.15 If a Member notifies the Company that he is unable for any reason to access the website, the Company must as soon as practicable give notice of the meeting to that Member in writing or by any other means permitted by these Articles but this will not affect when that Member is deemed to have been given notice of the meeting.

Time a website notice is deemed to be given

- 13.16 A website notice is deemed to be given when the Member is given notice of its publication.

Required duration of publication on a website

- 13.17 Where the notice of meeting is published on a website, it shall continue to be published in the same place on that website from the date of the notification until the conclusion of the meeting to which the notice relates.

Accidental omission to give notice or non-receipt of notice

- 13.18 Proceedings at a meeting shall not be invalidated by the following:

- (a) an accidental failure to give notice of the meeting to any person entitled to notice; or
- (b) non-receipt of notice of the meeting by any person entitled to notice.

- 13.19 In addition, where a notice of meeting is published on a website, proceedings at the meeting shall not be invalidated merely because it is accidentally published:

- (a) in a different place on the website; or
- (b) for part only of the period from the date of the notification until the conclusion of the meeting to which the notice relates.

14 Proceedings at meetings of Members

Quorum

- 14.1 Save as provided in the following Article, no business shall be transacted at any meeting unless a quorum is present in person or by proxy. A quorum is as follows:

- (a) if the Company has only one Member: that Member; or
- (b) if the Company has more than one Member: two Members.

Lack of quorum

- 14.2 If a quorum is not present within 15 minutes of the time appointed for the meeting, or if at any time during the meeting it becomes inquorate, then the following provisions apply:

- (a) if the meeting was requisitioned by Members, it shall be cancelled; or
- (b) in any other case, the meeting shall stand adjourned to the same time and place seven days hence, or to such other time or place as is determined by the directors. If a quorum is not present within 15 minutes of the time appointed for the adjourned meeting, then the Members present in person or by proxy shall constitute a quorum.

Use of technology

- 14.3 A person may participate in a general meeting through the medium of conference telephone, video or any other form of communications equipment providing all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting.

Chairman

- 14.4 The chairman of a general meeting shall be the chairman of the board or such other director as the directors have nominated to chair board meetings in the absence of the chairman of the board. Absent any such person being present within 15 minutes of the time appointed for the meeting, the directors present shall elect one of their number to chair the meeting.
- 14.5 If no director is present within 15 minutes of the time appointed for the meeting, or if no director is willing to act as chairman, the Members present in person or by proxy and entitled to vote shall choose one of their number to chair the meeting.

Right of a director or auditor's representative to attend and speak

- 14.6 Even if a director or a representative of the auditor (if any) is not a Member, he shall be entitled to attend and speak at any general meeting and at any separate meeting of Members holding a particular class of Shares.

Adjournment

- 14.7 The chairman may at any time adjourn a meeting with the consent of the Members constituting a quorum. The chairman may adjourn the meeting if so directed by the meeting. No business, however, can be transacted at an adjourned meeting other than business which might properly have been transacted at the original meeting.
- 14.8 Should a meeting be adjourned for more than 14 Clear Days, whether because of a lack of quorum or otherwise, Members shall be given at least seven Clear Days' notice of the date, time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any notice of the adjournment.

Method of voting

14.9 A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. A poll may be demanded:

- (a) by the chairman; or
- (b) by at least two Members having the right to vote on the resolution, or
- (c) by any Member or Members present who, individually or collectively, hold at least 10% of the voting rights of all those who have a right to vote on the resolution, or
- (d) by a Member or Members holding Shares conferring a right to vote on the resolution being Shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the Shares conferring that right, and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

Outcome of vote by show of hands

14.10 Unless a poll is duly demanded, a declaration by the chairman as to the result of a resolution and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the outcome of a show of hands without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Withdrawal of demand for a poll

14.11 The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman. The chairman shall announce any such withdrawal to the meeting and, unless another person forthwith demands a poll, any earlier show of hands on that resolution shall be treated as the vote on that resolution; if there has been no earlier show of hands, then the resolution shall be put to the vote of the meeting.

Taking of a poll

14.12 A poll demanded on the question of adjournment shall be taken immediately.

14.13 A poll demanded on any other question shall be taken either immediately or at an adjourned meeting at such time and place as the chairman directs, not being more than 30 Clear Days after the poll was demanded.

14.14 The demand for a poll shall not prevent the meeting continuing to transact any business other than the question on which the poll was demanded.

14.15 A poll shall be taken in such manner as the chairman directs. He may appoint scrutineers (who need not be Members) and fix a place and time for declaring the result of the poll. If, through the aid of technology, the meeting is held in more than one place, the chairman may appoint scrutineers in more than one place; but if he considers that the poll cannot

be effectively monitored at that meeting, the chairman shall adjourn the holding of the poll to a date, place and time when that can occur.

Chairman's casting vote

14.16 If the votes on a resolution, whether on a show of hands or on a poll, are equal the chairman may if he wishes exercise a casting vote.

Amendments to resolutions

14.17 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

- (a) not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), notice of the proposed amendment is given to the Company in writing by a Member entitled to vote at that meeting; and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

14.18 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (b) the amendment does not go beyond what the chairman considers is necessary to correct a grammatical or other non-substantive error in the resolution.

14.19 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

Written resolutions

14.20 Anything which may be done at a general meeting of the Company or a meeting of any class of Members may be done by a resolution in Writing passed by the majority specified in Article 14.21 of the Members who, at the date when the resolution is deemed to be passed, would be entitled to vote on the resolutions if it were proposed at a general meeting of the Company.

14.21 The majority specified for the purposes of Article 14.21 is:

- (a) in the case of a resolution which is proposed as a written resolution by the directors or which is required by the Members to be circulated by the Company pursuant to the Law:

- (i) in the case of an Ordinary Resolution, Members who are the Holders of shares carrying more than half of the votes which may be cast on a poll to determine such resolution at a general meeting of the Company; and
- (ii) in the case of a Special Resolution, Members who are the Holders of shares carrying (i) at least two-thirds of the votes which may be cast on a poll to determine such resolution at a general meeting of the Company or (ii) such other majority of votes in such circumstances as is stated in the definition of a Special Resolution in these Articles; and

(b) in all other cases, all such members.

14.22 A resolution in Writing shall be circulated in the manner required by the Law.

14.23 A resolution in Writing may consist of several instruments in the same form each signed by or on behalf of one or more Members. A resolution in Writing may be sent or submitted to Members in hard copy or electronic form or in such other manner as the directors may resolve. A resolution in Writing shall be deemed to be passed when all the relevant Members have in accordance with the Law signified agreement to the resolution in hard copy or electronic form or in such other manner as the directors may resolve.

14.24 In accordance with the Law:

- (a) a Member's agreement to a written resolution, once signified, may not be revoked; and
- (b) any document attached to a resolution in Writing under this Article 14 shall be deemed to have been laid before a meeting of the Members signing the resolution.

Sole-member company

14.25 If the Company has only one Member, and the Member records in writing his decision on a question, that record shall constitute both the passing of a resolution and the minute of it.

15 Voting rights of members

Right to vote

15.1 Unless their Shares carry no right to vote, or unless a call or other amount presently payable has not been paid, all Members are entitled to vote at a general meeting, whether on a show of hands or a poll, and all Members holding Shares of a particular class are entitled to vote at a meeting of the holders of that class of Shares.

15.2 Members may vote in person or by proxy.

15.3 On a show of hands, every Member shall have one vote. For the avoidance of doubt, an individual who represents two or more Members, including a Member in that individual's own right, shall be entitled to a separate vote for each Member.

- 15.4 On a poll a Member shall have one vote for each Share he holds, unless any Share carries special voting rights.
- 15.5 A fraction of a Share shall entitle its holder to an equivalent fraction of one vote.
- 15.6 No Member is bound to vote on his Shares or any of them; nor is he bound to vote each of his Shares in the same way.

Rights of joint holders

- 15.7 If Shares are held jointly, only one of the joint holders may vote. If more than one of the joint holders tenders a vote, the vote of the holder whose name in respect of those Shares appears first in the register of members shall be accepted to the exclusion of the votes of the other joint holders.

Representation of corporate Members

- 15.8 Save where otherwise provided, a corporate Member must act by one or more duly authorised representatives.
- 15.9 A corporate Member wishing to act by a duly authorised representative must identify that person to the Company by notice in writing.
- 15.10 The authorisation may be for any period of time, and must be delivered to the Company not less than two hours before the commencement of the meeting at which it is first used.
- 15.11 The directors of the Company may require the production of any evidence which they consider necessary to determine the validity of the notice.
- 15.12 Where a duly authorised representative is present at a meeting that Member is deemed to be present in person; and the acts of the duly authorised representative are personal acts of that Member.
- 15.13 A corporate Member may revoke the appointment of a duly authorised representative at any time by notice to the Company; but such revocation will not affect the validity of any acts carried out by the duly authorised representative before the directors of the Company had actual notice of the revocation.

Member with mental disorder

- 15.14 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the Island or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by that Member's receiver, curator bonis or other person authorised in that behalf appointed by that court.
- 15.15 For the purpose of the preceding Article, evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote must be received not less than 24 hours before holding the relevant meeting or the adjourned meeting in any manner specified for the delivery of forms of appointment of a proxy, whether in writing or by Electronic means. In default, the right to vote shall not be exercisable.

Objections to admissibility of votes

- 15.16 An objection to the validity of a person's vote may only be raised at the meeting or at the adjourned meeting at which the vote is sought to be tendered. Any objection duly made shall be referred to the chairman whose decision shall be final and conclusive.

Form of proxy

- 15.17 An instrument appointing a proxy shall be in any common form or in any other form approved by the directors. A Member may appoint more than one proxy to attend on the same occasion.

- 15.18 The instrument must be in writing and signed in one of the following ways:

- (a) by the Member; or
- (b) by the Member's authorised attorney; or
- (c) if the Member is a corporation or other body corporate, under seal or signed by an authorised officer, secretary or attorney.

If the directors so resolve, the Company may accept an Electronic Record of that instrument delivered in the manner specified below and otherwise satisfying the Articles about authentication of Electronic Records.

- 15.19 The directors may require the production of any evidence which they consider necessary to determine the validity of any appointment of a proxy.
- 15.20 A Member may revoke the appointment of a proxy at any time by notice to the Company duly signed in accordance with the Article above about signing proxies; but such revocation will not affect the validity of any acts carried out by the proxy before the directors of the Company had actual notice of the revocation.

How and when proxy is to be delivered

- 15.21 Subject to the following Articles, the form of appointment of a proxy and any authority under which it is signed, or a copy of the authority certified notarially or in any other way approved by the directors, must be delivered so that it is received by the Company at any time before the time for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote. They must be delivered in either of the following ways:

- (a) In the case of an instrument in writing, it must be left at or sent by post:
 - (i) to the registered office of the Company; or
 - (ii) to such other place within the Island specified in the notice convening the meeting or in any form of appointment of proxy sent out by the Company in relation to the meeting.

- (b) If, pursuant to the notice provisions, a notice may be given to the Company in an Electronic Record, an Electronic Record of an appointment of a proxy must be sent to the address specified pursuant to those provisions unless another address for that purpose is specified:
 - (i) in the notice convening the meeting; or
 - (ii) in any form of appointment of a proxy sent out by the Company in relation to the meeting; or
 - (iii) in any invitation to appoint a proxy issued by the Company in relation to the meeting.

15.22 Where a poll is taken:

- (a) if it is taken **more than** seven Clear Days after it is demanded, the form of appointment of a proxy and any accompanying authority (or an Electronic Record of the same) must be delivered as required under the preceding Article not less than 24 hours before the time appointed for the taking of the poll;
- (b) if it is taken **within** seven Clear Days after it was demanded, the form of appointment of a proxy and any accompanying authority (or an Electronic Record of the same) must be delivered as required under the preceding Article not less than two hours before the time appointed for the taking of the poll.

15.23 If the form of appointment of proxy is not delivered on time, it is invalid.

Voting by proxy

15.24 A proxy shall have the same voting rights at a meeting or adjourned meeting as the Member would have had except to the extent that the instrument appointing him limits those rights. Notwithstanding the appointment of a proxy, a Member may attend and vote at a meeting or adjourned meeting. If a Member votes on any resolution a vote by his proxy on the same resolution, unless in respect of different Shares, shall be invalid.

16 Number of directors

Unless otherwise determined by Ordinary Resolution, the minimum number of directors shall be one but there shall be no maximum number.

17 Appointment, disqualification and removal of directors

First directors

17.1 The first directors shall be appointed in writing by the subscriber or subscribers to the Memorandum.

No age limit

17.2 There is no age limit for directors save that they must be aged at least 18 years.

Corporate directors

- 17.3 Unless prohibited by law, a body corporate may be a director. If a body corporate is a director, the Articles about representation of corporate Members at general meetings apply, mutatis mutandis, to the Articles about directors' meetings.

No shareholding qualification

- 17.4 Unless a shareholding qualification for directors is fixed by Ordinary Resolution, no director shall be required to own Shares as a condition of his appointment.

Appointment of directors

- 17.5 A director may be appointed by Ordinary Resolution or by the directors. Any appointment may be to fill a vacancy or as an additional director.
- 17.6 A remaining director may appoint a director even though there is not a quorum of directors.
- 17.7 No appointment can cause the number of directors to exceed the maximum; and any such appointment shall be invalid.

Removal of directors

- 17.8 A director may be removed by Ordinary Resolution.

Resignation of directors

- 17.9 A director may at any time resign office by giving to the Company notice in writing or, if permitted pursuant to the notice provisions, in an Electronic Record delivered in either case in accordance with those provisions.
- 17.10 Unless the notice specifies a different date, the director shall be deemed to have resigned on the date that the notice is delivered to the Company.

Termination of the office of director

- 17.11 A director's office shall be terminated forthwith if:
- (a) the director resigns his office by notice in writing to the Company;
 - (b) he is prohibited by the law of the Island from acting as a director; or
 - (c) he is made bankrupt or makes an arrangement or composition with his creditors generally; or
 - (d) in the opinion of a registered medical practitioner by whom he is being treated he becomes physically or mentally incapable of acting as a director; or
 - (e) he is made subject to any law relating to mental health or incompetence, whether by court order or otherwise; or

- (f) without the consent of the other directors, he is absent from meetings of directors for a continuous period of six months.

18 Alternate directors

Appointment and removal

- 18.1 Any director may appoint any other person, including another director, to act in his place as an alternate director. No appointment shall take effect until the director has given notice of the appointment to the other directors.
- 18.2 A director may revoke his appointment of an alternate at any time. No revocation shall take effect until the director has given notice of the revocation to the other directors.
- 18.3 A notice of appointment or removal of an alternate director must be given to the Company by any of the following methods:
 - (a) by notice in writing in accordance with the notice provisions; or
 - (b) if the Company has a facsimile address for the time being, by sending by facsimile transmission to that facsimile address a facsimile copy or, otherwise, by sending by facsimile transmission to the facsimile address of the Company's registered office a facsimile copy (in either case, the facsimile copy being deemed to be the notice unless Article 31.7 applies), in which event notice shall be taken to be given on the date of an error-free transmission report from the sender's fax machine, or
 - (c) if the Company has an email address for the time being, by email to that email address or, otherwise, by email to the email address provided by the Company's registered office (in either case, the email being deemed to be the notice unless Article 31.7 applies), in which event notice shall be taken to be given on the date of receipt by the Company or the Company's registered office (as appropriate); or
 - (d) if permitted pursuant to the notice provisions, in some other form of approved Electronic Record delivered in accordance with those provisions in writing.

Notices

- 18.4 All notices of meetings of directors shall continue to be given to the appointing director and not to the alternate.

Rights of alternate director

- 18.5 An alternate director, where so appointed and acting, shall be entitled to attend and vote at any board meeting or meeting of a committee of the directors at which the appointing director is not personally present, and generally to perform all the functions of the appointing director in his or her absence. An alternate director, however, is not entitled to receive any remuneration from the Company for services rendered as an alternate director.

- 18.6 Save as otherwise provided in these Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

Appointment ceases when the appointor ceases to be a director

- 18.7 An alternate director shall cease to be an alternate director if the director who appointed him ceases to be a director.

19 Powers of directors

Powers of directors

- 19.1 Subject to the provisions of the Law, the Memorandum, these Articles and any directions given by Special Resolution, the business of the Company shall be managed by the directors who may for that purpose exercise all the powers of the Company.
- 19.2 No prior act of the directors shall be invalidated by any subsequent alteration of the Memorandum or these Articles or any direction given by Special Resolution. However, to the extent allowed by the Law, Members may in accordance with the Law validate any prior or future act of the directors which would otherwise be in breach of their duties.

Appointments to office

- 19.3 The directors may appoint a director:
- (a) as chairman of the board of directors;
 - (b) as managing director;
 - (c) to any other executive office
- for such period and on such terms, including as to remuneration, as they think fit.
- 19.4 The appointee must consent in writing to holding that office.
- 19.5 Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim for damages for breach of any agreement relating to the provision of the services of such director.
- 19.6 Where a chairman is appointed he shall, unless unable to do so, preside at every meeting of directors.
- 19.7 If there is no chairman, or if the chairman is unable to preside at a meeting, that meeting may select its own chairman; or the directors may nominate one of their number to act in place of the chairman should he ever not be available.
- 19.8 Subject to the provisions of the Law, the directors may also appoint any person, who need not be a director:
- (a) as Secretary; and

(b) to any office that may be required,

for such period and on such terms, including as to remuneration, as they think fit. In the case of an Officer, that Officer may be given any title the directors decide.

19.9 The Secretary or Officer must consent in writing to holding that office.

19.10 A director, Secretary or other Officer of the Company may not hold office, or perform the services, of auditor.

Remuneration

19.11 Every director may be remunerated by the Company for the services he provides for the benefit of the Company, whether as director, employee or otherwise, and shall be entitled to be paid for the expenses incurred in the Company's business including attendance at directors' meetings.

19.12 A director's remuneration shall be fixed by the Company by Ordinary Resolution. Unless that resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

19.13 Remuneration may take any form and may include arrangements to pay pensions, health insurance, death or sickness benefits, whether to the director or to any other person connected to or related to him.

19.14 Unless his fellow directors determine otherwise, a director is not accountable to the Company for remuneration or other benefits received from any other company which is in the same group as the Company or which has common shareholdings.

20 Delegation of powers

Power to delegate any of the directors' powers to a committee

20.1 The directors may delegate any of their powers to any committee consisting of one or more persons. The committee may include non-directors so long as the majority of persons on the committee are directors.

20.2 The delegation may be collateral with, or to the exclusion of, the directors' own powers.

20.3 The delegation may be on such terms as the directors think fit, including provision for the committee itself to delegate to a sub-committee; save that any delegation must be capable of being revoked or altered by the directors at will.

20.4 Unless otherwise permitted by the directors, a committee must follow the procedures prescribed for the taking of decisions by directors.

Power to appoint an agent of the Company

20.5 The directors may appoint any person, either generally or in respect of any specific matter, to be the agent of the Company with or without authority for that person to delegate all or any of that person's powers. The directors may make that appointment:

- (a) by causing the Company to enter into a power of attorney or agreement; or
- (b) in any other manner they determine.

Power to appoint an attorney or authorised signatory of the Company

20.6 The directors may appoint any person, whether nominated directly or indirectly by the directors, to be the attorney or the authorised signatory of the Company. The appointment may be:

- (a) for any purpose;
- (b) with the powers, authorities and discretions;
- (c) for the period; and
- (d) subject to such conditions,

as they think fit. The powers, authorities and discretions, however, must not exceed those vested in, or exercisable by, the directors under these Articles. The directors may make such an appointment by power of attorney or any other manner they think fit.

20.7 Any power of attorney or other appointment may contain such provision for the protection and convenience for persons dealing with the attorney or authorised signatory as the directors think fit. Any power of attorney or other appointment may also authorise the attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in that person.

21 Meetings of directors

Regulation of directors' meetings

21.1 Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit.

Calling meetings

21.2 Any director may call a meeting of directors at any time. The Secretary, if any, must call a meeting of the directors if requested to do so by a director.

Notice of meetings

21.3 Every director shall be given notice of a meeting, although a director may waive retrospectively the requirement to be given notice. Notice may be oral.

Use of technology

21.4 A director may participate in a meeting of directors through the medium of conference telephone, video or any other form of communications equipment providing all persons participating in the meeting are able to hear and speak to each other throughout the meeting.

21.5 A director participating in this way is deemed to be present in person at the meeting.

Quorum

21.6 The quorum for the transaction of business at a meeting of directors shall be two unless the directors fix some other number but in any case shall not be one director. In the event that the Company has one director, the transaction of business shall be by way of written resolution only.

Voting

21.7 A question which arises at a board meeting shall be decided by a majority of votes. If votes are equal the chairman may, if he wishes, exercise a casting vote.

Validity

21.8 Anything done at a meeting of directors is unaffected by the fact that it is later discovered that any person was not properly appointed, or had ceased to be a director, or was otherwise not entitled to vote.

Recording of dissent

21.9 A director present at a meeting of directors shall be presumed to have assented to any action taken at that meeting unless:

- (a) his dissent is entered in the minutes of the meeting; or
- (b) he has filed with the meeting before it is concluded a signed dissent from that action; or
- (c) he has forwarded to the Company as soon as practical following the conclusion of that meeting a signed dissent.

A director who votes in favour of an action is not entitled to record his dissent to it.

Written resolutions

21.10 The directors may pass a resolution in writing without holding a meeting if the following conditions are met:

- (a) all directors are given notice of the resolution;
- (b) the resolution is set out in a document or documents indicating that it is a written resolution; and

- (c) all of the directors:
 - (i) sign a document; or
 - (ii) sign several documents in the like form each signed by one or more directors; and
 - (d) the signed document or documents is or are delivered to the Company, including, if the Company so nominates by delivery of an Electronic Record, by Electronic means to the address specified for that purpose.
- 21.11 Such written resolution shall be as effective as if it had been passed at a meeting of the directors duly convened and held; and it shall be treated as having been passed on the day and at the time that the last director signs.

22 Permissible directors' interests and disclosure

Permissible interests subject to disclosure

- 22.1 Save as expressly permitted by these Articles or as set out below, a director may not have a *direct or indirect interest which to a material extent conflicts or may conflict with the interests of the Company.*
- 22.2 If, notwithstanding the prohibition in the preceding Article, a director discloses any *material direct or indirect interest in accordance with the next Article, he may:*
- (a) be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is or may otherwise be interested;
 - (b) be interested in another body corporate promoted by the Company or in which the Company is otherwise interested. In particular, the director may be a director, secretary or officer of, or employed by, or be a party to any transaction or arrangement with, or otherwise interested in, that other body corporate.
- 22.3 The disclosure required by the preceding Article must be achieved by the interested director disclosing to his fellow directors, whether at a meeting of the board or otherwise *(and, if otherwise, it must be made in writing), the nature and extent of his direct or indirect interest in a transaction or arrangement or series of transactions or arrangements with the Company or in which the Company has any material interest.*
- 22.4 *If a director has disclosed his interest in accordance with the preceding Article, then he shall not, by reason only of his office, be accountable to the Company for any benefit which he derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.*

Notification of interests

- 22.5 *For the purposes of the preceding Article, a director shall be taken to have sufficiently disclosed the nature and extent of any material interest in a transaction or arrangement if:*

- (a) the director gives a general notice to the other directors that a specific person or class of persons has an interest, of the nature and extent specified in the notice, in a transaction or arrangement; and
- (b) the director meets the description of the specified person or class of persons.

22.6 A director shall not be treated as having an interest in a transaction or arrangement if he has no knowledge of that interest and it is unreasonable to expect the director to have that knowledge.

Voting where a director is interested in a matter

22.7 A director may vote at a meeting of directors on any resolution concerning a matter in which that director has an interest or duty, whether directly or indirectly, so long as that director discloses any material interest pursuant to these Articles. The director shall be counted towards a quorum of those present at the meeting. If the director votes on the resolution, his vote shall be counted.

22.8 Where proposals are under consideration concerning the appointment of two or more directors to offices or employment with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each director separately and each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his or her own appointment.

23 Minutes

The Company shall cause minutes to be made in books kept for the purpose in accordance with the Law.

24 Accounts and audits

Accounting and other records

24.1 The directors must ensure that proper accounting and other records are kept, and that accounts and associated reports are distributed in accordance with the requirements of the Law.

No automatic right of inspection

24.2 Members are only entitled to inspect the Company's records if they are expressly entitled to do so by law, or by resolution made by the directors or passed by Ordinary Resolution.

Sending of accounts and reports

24.3 The Company's accounts and associated directors' report or auditor's report that are required or permitted to be sent to any person pursuant to any law shall be treated as properly sent to that person if:

- (a) they are sent to that person in accordance with the notice provisions; or

- (b) they are published on a website providing that person is given separate notice of:
 - (i) the fact that publication of the documents has been published on the website;
 - (ii) the address of the website;
 - (iii) the place on the website where the documents may be accessed; and
 - (iv) how they may be accessed.
- 24.4 If, for any reason, a person notifies the Company that he or she is unable to access the website, the Company must, as soon as practicable, send the documents to that person by any other means permitted by these Articles. This, however, will not affect when that person is taken to have received the documents under the next Article.

Time of receipt if documents are published on a website

- 24.5 Documents sent by being published on a website in accordance with the preceding two Articles are only treated as sent at least 14 Clear Days before the date of the meeting at which they are to be laid if:
- (a) the documents are published on the website throughout a period beginning at least 14 Clear Days before the date of the meeting and ending with the conclusion of the meeting; and
 - (b) the person is given at least 14 Clear Days' notice of the meeting.

Validity despite accidental error in publication on website

- 24.6 If, for the purpose of a meeting, documents are sent by being published on a website in accordance with the preceding Articles, the proceedings at that meeting are not invalidated merely because:
- (a) those documents are, by accident, published in a different place on the website to the place notified; or
 - (b) they are published for part only of the period from the date of notification until the conclusion of that meeting.

When accounts are to be audited

- 24.7 Unless the directors or the Members, by Ordinary Resolution, so resolve or unless the Law so requires, the Company's accounts will not be audited. If the Members so resolve, the Company's accounts shall be audited in the manner determined by Ordinary Resolution. Alternatively, if the directors so resolve, they shall be audited in the manner they determine.

25 Record dates

Except to the extent of any conflicting rights attached to Shares, the directors may fix any time and date as the record date for declaring or paying a dividend or making or issuing an allotment of Shares. The record date may be before or after the date on which a dividend, allotment or issue is declared, paid or made.

26 Distributions

Declaration of dividends by Members

- 26.1 Subject to the provisions of the Law, the Company may by Ordinary Resolution declare dividends in accordance with the respective rights of the Members but no dividend shall exceed the amount recommended by the directors. Any such declared dividend, subject to it not exceeding the amount recommended by the directors, shall be a debt owed by the Company due on the date that such dividend is declared to be payable or, if no date is specified, immediately.

Payment of interim dividends by directors

- 26.2 Subject to the provisions of the Law, the directors may pay interim dividends in accordance with the respective rights of the Members. Any interim dividend shall not be a debt owed by the Company until such time as payment of the dividend is made.
- 26.3 In relation to Shares carrying differing rights to dividends or rights to dividends at a fixed rate, the following applies:
- (a) if the share capital is divided into different classes, the directors may pay dividends on Shares which confer deferred or non-preferred rights with regard to dividends as well as on Shares which confer preferential rights with regard to dividends but no dividend shall be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears;
 - (b) subject to the provisions of the Law, the directors may also pay, at intervals settled by them, any dividend payable at a fixed rate if it appears to them that there are sufficient funds of the Company lawfully available for distribution to justify the payment;
 - (c) if the directors act in good faith, they shall not incur any liability to the Members holding Shares conferring preferred rights for any loss those Members may suffer by the lawful payment of the dividend on any Shares having deferred or non-preferred rights.

Apportionment of dividends

- 26.4 Except as otherwise provided by the rights attached to Shares, Distributions shall be declared and paid only in the following order and priority:
- (a) First, to the Members holding Class A Shares, an amount in cash or property equal to the aggregate Class A Unpaid Yield on such Members' outstanding Class

A Shares as of the time of such Distribution (distributed among such Members based on the proportion that each Member's share of Class A Unpaid Yield with respect to the outstanding Class A Shares held by such Member bears to the aggregate Class A Unpaid Yield with respect to all outstanding Class A Shares as of the time of such Distribution) until the aggregate Class A Unpaid Yield on the Class A Shares is zero, and no Distribution or any portion thereof may be made pursuant to any of Article 26.4(b) or 26.4(c) below until the entire amount of the Class A Unpaid Yield on the outstanding Class A Shares as of the time of such Distribution has been paid in full;

- (b) Second, to the Members holding Class A Shares, an amount in cash or property equal to the aggregate Class A Unreturned Capital with respect to such Members' Class A Shares held as of the time of such Distribution (distributed among such Members based on the proportion that each such Member's share of Class A Unreturned Capital with respect to the outstanding Class A Shares held by such Member bears to the aggregate amount of Class A Unreturned Capital with respect to all outstanding Class A Shares as of the time of such Distribution) until the aggregate Class A Unreturned Capital on the Class A Shares is zero, and no Distribution or any portion thereof may be made pursuant to Article 26.4(c) below until the entire amount of Class A Unreturned Capital with respect to the outstanding Class A Shares as of the time of such Distribution has been repaid in full; and
- (c) Third, all remaining amounts shall be distributed in cash or property to the Members holding Participating Class B Shares immediately prior to such Distribution (or after giving effect to any portion of such Distribution) as follows: (i) with respect to each Participating Class B Share that is not an Incentive Share, an amount equal to the amount determined by dividing the Grossed Up Amount by the number of Participating Class B Share, and (ii) with respect to each Participating Incentive Share, an amount equal to (x) the amount determined by dividing the Grossed Up Amount by the number of Participating Class B Share minus (y) the Participation Threshold with respect to such Participating Incentive Share

Right of set off

- 26.5 The directors may deduct from a dividend or any other amount payable to a person in respect of a Share any amount due by that person to the Company on a call or otherwise in relation to a Share.

Power to pay other than in cash

- 26.6 If the directors so determine, any resolution determining a dividend may direct that it shall be satisfied wholly or partly by the distribution of assets or the issue of Shares. If a difficulty arises in relation to the distribution, the directors may settle that difficulty in any way they consider appropriate. For example, they may do any one or more of the following:

- (a) issue fractional Shares;

- (b) fix the value of assets for distribution and make cash payments to some Members on the footing of the value so fixed in order to adjust the rights of Members; and
- (c) vest some assets in trustees.

How payments may be made

26.7 A dividend or other monies payable on or in respect of a Share may be paid in any of the following ways:

- (a) if the Member holding that Share or other person entitled to that Share nominates a bank account for that purpose, by wire transfer to that bank account; or
- (b) by cheque or warrant sent by post to the registered address of the Member holding that Share or other person entitled to that Share.

26.8 For the purpose of paragraph 26.7(a), the nomination may be in writing or in an Electronic Record and the bank account nominated may be the bank account of another person. For the purpose of paragraph 26.7(b), subject to any applicable law or regulation, the cheque or warrant shall be made to the order of the Member holding that Share or other person entitled to the Share or to his nominee, whether nominated in writing or in an Electronic Record, and payment of the cheque or warrant shall be a good discharge to the Company.

26.9 If two or more persons are registered as the holders of the Share or are jointly entitled to it by reason of the death or bankruptcy of the registered holder (**Joint Holders**), a dividend (or other amount) payable on or in respect of that Share may be paid as follows:

- (a) to the registered address of the Joint Holder of the Share who is named first on the register of members or to the registered address of the deceased or bankrupt holder, as the case may be; or
- (b) to the address or bank account of another person nominated by the Joint Holders, whether that nomination is in writing or in an Electronic Record.

26.10 Any Joint Holder of a Share may give a valid receipt for a dividend (or other amount) payable in respect of that Share.

Dividends or other monies not to bear interest in absence of special rights

26.11 Unless provided for by the rights attached to a Share, no dividend or other monies payable by the Company in respect of a Share shall bear interest.

Dividends unable to be paid or unclaimed

26.12 If a dividend cannot be paid to a Member or remains unclaimed within six weeks after it was declared or both, the directors may pay it into a separate account in the Company's name. If a dividend is paid into a separate account, the Company shall not be constituted trustee in respect of that account and the dividend shall remain a debt due to the Member.

- 26.13 A dividend that remains unclaimed for a period of ten years after it became due for payment shall be forfeited to, and shall cease to remain owing by, the Company.

27 Capitalisation of profits

Capitalisation of profits or of any share premium account or capital redemption reserve

- 27.1 Subject to the Law, the directors may resolve to capitalise any part of the Company's reserves not required for paying any preferential dividend.

The amount resolved to be capitalised must be appropriated to the Members who would have been entitled to it had it been distributed by way of dividend and in the same proportions. The benefit to each Member so entitled must be given in either or both of the following ways:

- (a) by paying up the amounts unpaid on that Member's Shares;
- (b) by issuing Fully Paid Shares or debentures of the Company to that Member or as that Member directs. The directors may resolve that any Shares issued to the Member in respect of partly paid Shares (**Original Shares**) rank for dividend only to the extent that the Original Shares rank for dividend while those Original Shares remain partly paid.

Applying an amount for the benefit of members

- 27.2 Subject to the Law, if a fraction of a Share or a debenture is allocated to a Member, the directors may issue a fractional certificate to that Member or pay him the cash equivalent of the fraction.

28 Seal

Company seal

- 28.1 The Company may have a seal if the directors so determine.

Official seal

- 28.2 Subject to the provisions of the Law, the Company may also have:

- (a) an official seal or seals for use in any place or places outside the Island. Each such official seal shall be a facsimile of the original seal of the Company but shall have added on its face the name of the country, territory or place where it is to be used or the words "branch seal", and
- (b) an official seal for use only in connection with the sealing of securities issued by the Company and such official seal shall be a copy of the common seal of the Company but shall in addition bear the word "securities".

When and how seal is to be used

28.3 A seal may only be used by the authority of the directors. Unless the directors otherwise determine, a document to which a seal is affixed must be signed in one of the following ways:

- (a) by a director (or his alternate) and the Secretary; or
- (b) by a single director (or his alternate).

If no seal is adopted or used

28.4 If the directors do not adopt a seal, or a seal is not used, a document may be executed in the following manner:

- (a) by a director (or his alternate) and the Secretary; or
- (b) by a single director (or his alternate); or
- (c) by any other person authorised by the directors, or
- (d) in any other manner permitted by the Law.

Power to allow non-manual signatures and facsimile printing of seal

28.5 The directors may determine that either or both of the following applies:

- (a) that the seal or a duplicate seal need not be affixed manually but may be affixed by some other method or system of reproduction;
- (b) that a signature required by these Articles need not be manual but may be a mechanical or Electronic Signature.

Validity of execution

28.6 If a document is duly executed and delivered by or on behalf of the Company, it shall not be regarded as invalid merely because, at the date of the delivery, the Secretary, or the director, or other Officer or person who signed the document or affixed the seal for and on behalf of the Company ceased to be the Secretary or hold that office and authority on behalf of the Company.

29 Indemnity

Indemnity

29.1 To the extent permitted by law, the Company shall indemnify each existing or former Secretary, director (including alternate director), and other Officer of the Company (including an administrator or liquidator) and their personal representatives against:

- (a) all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by the existing or former Secretary or Officer in or about the

conduct of the Company's business or affairs or in the execution or discharge of the existing or former Secretary's or Officer's duties, powers, authorities or discretions; and

- (b) without limitation to paragraph 29.1(a), all costs, expenses, losses or liabilities incurred by the existing or former Secretary or Officer in defending (whether successfully or otherwise in accordance with the Law) any civil, criminal, administrative or investigative proceedings (whether threatened, pending or completed) concerning the Company or its affairs in any court or tribunal, whether in the Island or elsewhere.

No such existing or former Secretary or Officer, however, shall be indemnified in respect of any matter arising out of his own dishonesty.

- 29.2 To the extent permitted by law, the Company may make a payment, or agree to make a payment, whether by way of advance, loan or otherwise, for any legal costs incurred by an existing or former Secretary or Officer of the Company in respect of any matter identified in paragraph 29.1(a) or paragraph 29.1(b) on condition that the Secretary or Officer must repay the amount paid by the Company to the extent that it is ultimately found not liable to indemnify the Secretary or that Officer for those legal costs.

Release

- 29.3 To the extent permitted by law, the Company may by Special Resolution release any existing or former director (including alternate director), Secretary or other Officer of the Company from liability for any loss or damage or right to compensation which may arise out of or in connection with the execution or discharge of the duties, powers, authorities or discretions of his office; but there may be no release from liability arising out of or in connection with that person's own dishonesty.

Insurance

- 29.4 To the extent permitted by law, the Company may pay, or agree to pay, a premium in respect of a contract insuring each of the following persons against risks determined by the directors, other than liability arising out of that person's own dishonesty:
 - (a) an existing or former director (including alternate director), Secretary or Officer or auditor of:
 - (i) the Company;
 - (ii) a company which is or was a subsidiary, as defined in Article 2 of the Law, of the Company;
 - (iii) a company in which the Company has or had an interest (whether direct or indirect); and
 - (b) a trustee of an employee or retirement benefits scheme or other trust in which any of the persons referred to in paragraph 29.4(a) is or was interested.

30 Notices

Form of notices

30.1 *Save where these Articles provide otherwise, any notice to be given to or by any person pursuant to these Articles shall be:*

- (a) in writing signed by or on behalf of the giver in the manner set out below for written notices;
- (b) subject to the next Article, in an Electronic Record signed by or on behalf of the giver by Electronic Signature and authenticated in accordance with Articles about authentication of Electronic Records; or
- (c) where these Articles expressly permit, by the Company by means of a website.

Electronic communications

30.2 Without limitation to Articles 18.1 to 18.3 inclusive (relating to the appointment and removal of alternate directors by directors), a notice may only be given to the Company in an Electronic Record if:

- (a) the directors so resolve;
- (b) the resolution states how an Electronic Record may be given and, if applicable, specifies an email address for the Company; and
- (c) the terms of that resolution are notified to the Members for the time being and, if applicable, to those directors who were absent from the meeting at which the resolution was passed.

If the resolution is revoked or varied, the revocation or variation shall only become effective when its terms have been similarly notified.

30.3 A notice may not be given by Electronic Record to a person other than the Company unless the recipient has notified the giver of an Electronic address to which notice may be sent.

Persons authorised to give notices

30.4 A notice by either the Company or a Member pursuant to these Articles may be given on behalf of the Company or a Member by a director or the Secretary or a Member. Without limitation to the Articles about the power to allow non-manual signatures and facsimile printing of the seal, the signature of a person on a notice given by the Company may be written, printed or stamped.

Delivery of written notices

- 30.5 Save where these Articles provide otherwise, a notice in writing may be given personally to the recipient, or left at (as appropriate) the Member's or director's registered address or the Company's registered office, or posted to that registered address or registered office.

Joint holders

- 30.6 Where Members are joint holders of a Share, all notices shall be given to the Member whose name first appears in the register of members.

Signatures

- 30.7 A written notice shall be signed when it is autographed by or on behalf of the giver, or is marked in such a way as to indicate its execution or adoption by the giver.
- 30.8 An Electronic Record may be signed by an Electronic Signature.

Evidence of transmission

- 30.9 A notice given by Electronic Record shall be deemed sent if an Electronic Record is kept demonstrating the time, date and content of the transmission, and if no notification of failure to transmit is received by the giver.
- 30.10 A notice given in writing shall be deemed sent if the giver can provide proof that the envelope containing the notice was properly addressed, pre-paid and posted, or that the written notice was otherwise properly transmitted to the recipient.

Giving notice to a deceased or bankrupt Member

- 30.11 A notice may be given by the Company to the persons entitled to a Share in consequence of the death or bankruptcy of a Member by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a Member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description, at the address, if any, supplied for that purpose by the persons claiming to be so entitled.
- 30.12 Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

Delivery of notices

- 30.13 A notice shall be deemed to have been received by the intended recipient in accordance with the following table.

Method for giving notice	When deemed to be received
Personally	At the time and date of delivery

By leaving it at the Member's registered address	At the time and date it was left
If the recipient has an address within the Island, by posting it by prepaid post to the street or postal address of that recipient	On the day after the day when it was posted
If the recipient has an address outside the Island, by posting it by prepaid airmail to the street or postal address of that recipient	On the third day after the day when it was posted for an address within the UK, the Isle of Man, another Channel Island or Europe On the fifth day after the day when it was posted for any other international address
By Electronic Record (other than publication on a website), to recipient's Electronic address	On the day after the day when it was sent
By publication on a website (notice of general meetings and sending of accounts and reports)	For notice of a general meeting of Members, at the time and date that the recipient is deemed to have received notice of the publication (Articles 13.14 and 13.16) For accounts and reports specified in Article 24.3, in accordance with Article 24.5

Saving provisions

- 30.14 A Member present, either in person or by proxy, at any general meeting or of the Members holding any class of Shares shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 30.15 Every person who becomes entitled to a Share shall be bound by any notice in respect of that Share which, before his name is entered in the register of members, has been duly given to a person from which he derives his title.
- 30.16 None of the preceding notice provisions shall derogate from the Articles about the delivery of written resolutions of directors and written resolutions of Members.

31 Authentication of Electronic Records

Application of Articles

- 31.1 Without limitation to any other provision of these Articles, any notice, written resolution or other document under these Articles that is sent by Electronic means by a Member, or by the Secretary, or by a director or other Officer of the Company, shall be deemed to be authentic if either Article 31.2 or Article 31.4 applies.

Authentication of documents sent by Members by Electronic means

- 31.2 An Electronic Record of a notice, written resolution or other document sent by Electronic means by or on behalf of one or more Members shall be deemed to be authentic if the following conditions are satisfied:

- (a) the Member or each Member, as the case may be, signed the original document, and for this purpose **Original Document** includes several documents in like form signed by one or more of those Members; and
- (b) the Electronic Record of the Original Document was sent by Electronic means by, or at the direction of, that Member to an address specified in accordance with these Articles for the purpose for which it was sent; and
- (c) Article 31.7 does not apply.

- 31.3 For example, where a sole Member signs a resolution and sends the Electronic Record of the original resolution, or causes it to be sent, by facsimile transmission to the address in these Articles specified for that purpose, the facsimile copy shall be deemed to be the written resolution of that Member unless Article 31.7 applies.

Authentication of document sent by the Secretary or Officers by Electronic means

- 31.4 An Electronic Record of a notice, written resolution or other document sent by or on behalf of the Secretary or an Officer or Officers of the Company shall be deemed to be authentic if the following conditions are satisfied:

- (a) the Secretary or the Officer or each Officer, as the case may be, signed the original document, and for this purpose **Original Document** includes several documents in like form signed by the Secretary or one or more of those Officers; and
- (b) the Electronic Record of the Original Document was sent by Electronic means by, or at the direction of, the Secretary or that Officer to an address specified in accordance with these Articles for the purpose for which it was sent; and
- (c) Article 31.7 does not apply.

This Article applies whether the document is sent by or on behalf of the Secretary or Officer in his own right or as a representative of the Company.

- 31.5 For example, where a sole director signs a resolution and scans the resolution, or causes it to be scanned, as a PDF version which is attached to an email sent to the address in these Articles specified for that purpose, the PDF version shall be deemed to be the written resolution of that director unless Article 31.7 applies.

Manner of signing

- 31.6 For the purposes of these Articles about the authentication of Electronic Records, a document will be taken to be signed if it is signed manually or in any other manner permitted by these Articles.

Saving provision

- 31.7 A notice, written resolution or other document under these Articles will not be deemed to be authentic if the recipient, acting reasonably:
- (a) believes that the signature of the signatory has been altered after the signatory had signed the original document; or
 - (b) believes that the original document, or the Electronic Record of it, was altered, without the approval of the signatory, after the signatory signed the original document; or
 - (c) otherwise doubts the authenticity of the Electronic Record of the document, and the recipient promptly gives notice to the sender setting the grounds of its objection. If the recipient invokes this Article, the sender may seek to establish the authenticity of the Electronic Record in any way the sender thinks fit.

32 Winding up

Distribution of assets in specie

- 32.1 If the Company is wound up, the Members may, subject to these Articles and any other sanction required by the Law, pass a Special Resolution allowing the liquidator or the directors, as the case may be, to do either or both of the following:
- (a) to divide in specie among the Members the whole or any part of the assets of the Company and, for that purpose, to value any assets and to determine how the division shall be carried out as between the Members or different classes of Members;
 - (b) to vest the whole or any part of the assets in trustees for the benefit of Members and those liable to contribute to the winding up.

No obligation to accept liability

- 32.2 No Member shall be compelled to accept any assets if an obligation attaches to them.

33 Valuation

- 33.1 Subject to Article 33.2 and 33.3, the Fair Market Value of any item (including the Company, the assets of the Company or of a Share or other Security) will be determined by the board of directors in its good faith judgment in such manner as it deems reasonable and using all factors, information and data deemed by it to be pertinent.
- 33.2 The Fair Market Value of (i) a specific Company asset means the amount which the Company would receive in an orderly all cash sale of such asset (free and clear of all liens and after payment of all liabilities secured only by such asset) in an arms'-length transaction with an unaffiliated third party consummated on the day immediately preceding the date on which the event occurred which necessitated the determination of the Fair Market Value (and after giving effect to any transfer taxes payable in connection with such sale); and (ii) the Company means the amount which the Company would receive in an orderly all cash sale of all of its assets and businesses as a going concern (free and clear of all liens and after payment of indebtedness for borrowed money) in an arms'-length transaction with an unaffiliated third party consummated on the day immediately preceding the date on which the event occurred which necessitated the determination of the Fair Market Value (assuming that all of the proceeds from such sale were paid directly to the Company other than an amount of such proceeds necessary to pay transfer taxes payable in connection with such sale, which amount will not be received or deemed received by the Company).
- 33.3 After a determination of the Fair Market Value of the Company is made as provided above, the Fair Market Value of a Share will be determined by making a calculation reflecting the cash Distributions which would be made to the Members in accordance with these Articles in respect of such Share if the Company were deemed to have received such Fair Market Value in cash and then distributed the same to the Company in accordance with the terms of these Articles incident to the liquidation of the Company after payment to all of the Company's creditors from such cash receipts other than payments to creditors who hold evidence of indebtedness for borrowed money, the payment of which is already reflected in the calculation of the Fair Market Value of the Company and assuming that all of the convertible debt and other convertible securities were repaid or converted (whichever yields more cash to the holders of such convertible securities), and all unvested Shares have vested and are entitled to participate in Distributions to the extent set forth in Article 26. In making such determination, the board of directors may impose such discounts as the board of directors determines in its discretion are appropriate, including for lack of liquidity, marketability and minority ownership

34 Sale of the Company

Approved Sale

- 34.1 If the board of directors or holders of the Required Interest approve a Sale of the Company (an "**Approved Sale**"), each Member shall vote for, consent to and raise no objections against such Approved Sale and in connection therewith shall waive any claims related thereto, including claims relating to the fairness of the Approved Sale, the price paid for the Equity Securities of the Company in such Approved Sale, the process or

timing of the Approved Sale or any similar claims. If the Approved Sale is structured as a (i) merger, business combination, equity exchange or consolidation, each Member shall (to the extent applicable) waive any dissenters' rights, appraisal rights or similar rights in connection with such merger, equity exchange or consolidation, (ii) sale of equity or equity exchange, each Member shall agree to sell or exchange, as applicable, all of his, her or its Shares or rights to acquire Shares in the same proportion as, and on the terms and conditions approved by the Required Interest or (iii) sale of the Company's assets (including, for the avoidance of doubt, a sale of a direct or indirect Subsidiary holding company), each holder of Shares shall (to the extent applicable) vote his, her or its Shares to approve such sale and any subsequent liquidation of the Company or other *pro rata* distribution of the proceeds therefrom to the Members, whether by written consent or at a meeting of the Members; provided, that, for the avoidance of doubt, nothing in the foregoing clauses (i) through (iii) is intended or shall be deemed or interpreted to otherwise modify, supersede or diminish the authority of the board of directors set forth in these Articles or the limitations (including limitations on voting) agreed to by the Members set forth in these Articles. Each Member shall take all necessary or desirable actions in connection with the consummation of the Approved Sale as reasonably requested or determined by the Required Interest (whether in his, her or its capacity as a Member, director, manager member of a board committee or other governing body or committee, officer or employee and including attendance at meetings in person or by proxy for purposes of obtaining a quorum and execution of written consents in lieu of meetings).

Consideration Received

- 34.2 Upon the consummation of the Approved Sale, each Member shall receive in exchange for each Share of any class or series of Shares held by such Member the same cash value of consideration and the same portion of the aggregate consideration from such Approved Sale that holders of such Shares would have received in respect of such Shares if such aggregate consideration had been distributed by the Company in complete liquidation pursuant to the rights and preferences set forth in this Agreement, including Article 26 herein, as in effect immediately prior to the consummation of such Approved Sale; provided that the requirement that each Member receives the same cash value of consideration as set forth above shall be deemed satisfied, even if (i) holders of Unvested Class B Shares receive no consideration and (ii) certain Members receive, to the exclusion of others, Securities of the acquiring entity (or an Affiliate thereof) in an Approved Sale, so long as each such Member receives an equivalent value per Share (as determined by the board of directors) and (only to the extent that there are Investors and Other Investors in the Company at the requisite time), the Investors use their commercial reasonable efforts to provide the Other Investors the opportunity to receive the same form of consideration as the Investors, whether in cash or such Securities, as of the closing of such Approved Sale with respect to such Member's Shares of the same class and series; provided, further, that, for the avoidance of doubt and to the extent applicable, Sophos Ultimate Parent may be given the option or be required to rollover, contribute or exchange a portion of their Equity Securities of the Company into Securities of the acquiring entity (or an Affiliate thereof) in an Approved Sale, which optional or mandatory rollover need not be offered to the other Members (subject to, only to the extent that there are Investors and Other Investors in the Company at the requisite time, the Investors using their commercially reasonable efforts to provide the Other Investors the opportunity to similarly

rollover, contribute or exchange a portion of their Equity Securities of the Company on terms ((including investment rights, but taking into account the Other Investors' relative ownership)) that are substantially similar to those on which Sophos Ultimate Parent is participating in such rollover, contribution or exchange). In the event of a Sale of the Company, unless otherwise determined by the board of directors and the holders of the Required Interest, any Unvested Class B Shares outstanding as of immediately prior to such Sale of the Company will be automatically forfeited for no consideration.

- 34.3 The Company shall pay all transaction costs associated with any Approved Sale to the extent such costs are incurred for the benefit of all Members. To the extent such costs are not incurred by the Member prior to the distribution to the Members of proceeds from any Approved Sale or by the acquiring company, such costs shall be borne by each Member according to his, her or its *pro rata* share (based upon the amount of consideration received by such holder for such Shares in the Approved Sale) of the costs of any Approved Sale. Each Member shall be obligated to join on a *pro rata* basis (based upon the amount of consideration received by such holder for such Shares in the Approved Sale) and, for the avoidance of doubt, on a several, and not joint and several, basis, in any indemnification or other obligations that the Required Interest agrees to provide in connection with such Approved Sale, other than any such obligations that relate specifically to any Member such as indemnification with respect to representations and warranties given by a Member regarding such Member's authority, non-contravention, title to and ownership of Shares (in which case such Member shall be solely liable); provided, that no Member shall be obligated in connection with such Approved Sale to directly make any representation or warranty on behalf of the Company or any of its Subsidiaries; provided, further, that (i) the liability for such indemnification or obligations that relate to a Member shall not exceed such Member's gross proceeds received from such Approved Sale and (ii) no Institutional Holder shall be required to execute a non-competition, non-solicitation or similar restrictive covenant agreement except for a non-solicitation and confidentiality agreement in substantially the same form and with the same scope as executed by Sophos Ultimate Parent (if applicable); provided further that in no event will an Institutional Holder (to the extent applicable) be obligated to execute a non-solicitation agreement that directly binds or restricts any of its portfolio companies but (if agreed to by Sophos Ultimate Parent) will covenant and agree that such Institutional Holder will not cause, direct or encourage its portfolio companies to make any solicitations prohibited by such non-solicitation agreement.
- 34.4 The provisions contained in this Article 34 shall not apply upon the earlier of the consummation of any initial Public Offering of the Company.

Current Secretary

Sophos Parent Limited

Company Name	Intertrust Corporate Services (Jersey) Limited	Statutory Ref.	
Place Of	Jersey (CI)	Date Appointed	08/10/19
Incorporation		Notes	
Principal Office	44 Esplanade St Helier JE4 9WG Jersey (CI)		

Former Names

Prev. Name Elian Corporate Services (Jersey) Limited

Prev. Name Ogier Corporate Services (Jersey) Limited

Former Directors

Formal Name Mr Kenneth Virnig II
Residential Address

Occupation	Asset manager
Nationality	American
Date of Birth	
Date Appointed	08/10/19
Date Resigned	03/02/20
Notes	

Former Names

Surname

Forename

I certify this to be a complete and accurate copy of the document which has been presented before me.

Name: Frances Allain

Signed: *Frances Allain*

Date: 20/5/2020

Capacity: Authorised Signatory

Company: Intertrust Corporate Services (Jersey) Limited

Contact Number: +44 1534 504428

Sophos Parent Limited

Registered Number: 130055

Current Directors Sophos Parent Limited

Formal Name Mr Andrew Almeida
Residential Address

Statutory Ref.
Occupation Asset manager
Nationality American
Date of Birth
Date Appointed 08/10/19
Notes

Former Names
Surname
Forename

Formal Name Carl Chan
Residential Address

Statutory Ref.
Occupation Asset manager
Nationality Canadian
Date of Birth
Date Appointed 04/02/20
Notes

Former Names
Surname
Forename

Formal Name Ms Michelle O'Flaherty
Business Address 35 Great St Helen's
 London
 EC3A6AP
 United Kingdom

Statutory Ref.
Occupation Director
Nationality British
Date of Birth
Date Appointed 08/10/19
Notes

Former Names
Surname
Forename

Formal Name Ms Andrea Ayodele Chineze Williams
Business Address 35 Great St Helen's
 London
 EC3A6AP
 United Kingdom

Statutory Ref.
Occupation Managing Director
Nationality British
Date of Birth
Date Appointed 08/10/19
Notes

Former Names
Surname
Forename

168992.00001

Sophos Parent Limited

Registered No.
130055

Register of Members - Historical Data as of 20/05/20

Currency Code	Share Class	Share Class Description	Authorised	Par Value	Issued Shares	Issued Value	Share Premium
USD	ORD	Ordinary	10,000.00	1.00	2.00	2.00	0.00
<hr/>							
Share Holder	135056.00022	Intertrust Nominees 2 (Jersey) Limited	44 Esplanade, St Helier, JE4 9WG, Jersey (CI)				
Date Appointed	08/10/19	Date Ceased to be a Member	09/10/19				
Posting Date	Certificate No.	Shares	Amount	Amount Paid	Running Balance	Share Premium	Description
08/10/19	2	1.00	1.00	1.00	0.00	0.00	Issue of a Fully Paid 1.00 USD ORD Share.
09/10/19	2	-1.00	-1.00	-1.00	0.00	0.00	Cancellation of Fully Paid 1.00 USD ORD Share.
Total for Share Holder				0.00	0.00	0.00	
<hr/>							
Share Holder	135056.00047	Intertrust Nominees (Jersey) Limited	44 Esplanade, St Helier, JE4 9WG, Jersey (CI)				
Date Appointed	08/10/19	Date Ceased to be a Member	09/10/19				
Posting Date	Certificate No.	Shares	Amount	Amount Paid	Running Balance	Share Premium	Description
08/10/19	1	1.00	1.00	1.00	0.00	0.00	Issue of a Fully Paid 1.00 USD ORD Share.
09/10/19	1	-1.00	-1.00	-1.00	0.00	0.00	Cancellation of Fully Paid 1.00 USD ORD Share.
Total for Share Holder				0.00	0.00	0.00	
<hr/>							
Share Holder	EN48061	Surf Ultimate Parent LP	PO Box 309, Ugland House, Grand Cayman, Cayman Islands, KY-1104				
Date Appointed	09/10/19	Date Ceased to be a Member					
Posting Date	Certificate No.	Shares	Amount	Amount Paid	Running Balance	Share Premium	Description
09/10/19	3	2.00	2.00	2.00	0.00	0.00	Transfer - Fully Paid 1.00 Share.
Total for Share Holder				2.00	0.00	0.00	

I certify this to be a complete and accurate copy of the document which has been presented before me.

Name: Frances Allain

Signed: *Frances Allain*

Date: 20/5/2020

Capacity: Authorised Signatory

Company: Intertrust Corporate Services (Jersey) Limited

Contact Number: +44 1534 504428



FILE COPY

**CERTIFICATE OF REGISTRATION
OF AN OVERSEA COMPANY**

(Registration of a UK establishment)

Company No. FC037524

UK Establishment No. BR022615

The Registrar of Companies hereby certifies that

SOPHOS PARENT LIMITED (LONDON BRANCH)

has this day been registered under the Companies Act 2006 as having
established a UK Establishment in the United Kingdom.

Given at Companies House on **22nd September 2020**.



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**