

The Companies Act 2006
Public company limited by shares
Resolutions passed on

2018

GRC INTERNATIONAL GROUP PLC

At a general meeting of GRC International Group plc ("the Company") duly convened and held at Poets House, St Mary's Street, Ely, Cambs CB7 4EY on 1 February 2018, the following resolutions were duly passed, in the case of Resolutions 1, 5, 8, 12 and 13 as special resolutions, and, in the case of Resolutions 2, 3, 4, 6, 7, 9, 10 and 11 as ordinary resolutions:

SPECIAL RESOLUTION

1. **THAT**, with effect from the passing of this resolution, the articles of association produced to the meeting and initialled by the chairman of the meeting and marked "A" for the purpose of identification (**Interim Articles**) be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association of the Company.

ORDINARY RESOLUTIONS

2. **THAT**, subject to the passing of resolution 1 above, the one issued ordinary share of £0.005 in the capital of in the Company held by Alan Philip Calder be re-designated as an A ordinary share of £0.005 in the capital of the Company, and the one issued ordinary share of £0.005 in the capital of the Company held by Stephen George Watkins be re-designated as a B ordinary share of £0.005 in the capital of the Company, having the rights attaching to them respectively set out in the Interim Articles.
3. **THAT**, in accordance with section 190 of the Companies Act 2006 (the **Act**) and for all other purposes whatsoever, the acquisition by the Company of 6,004,768 ordinary shares and 980 A ordinary shares in IT Governance Limited (company number 04418178) (**ITG**) from Alan Philip Calder (a director of the Company) in consideration for the issue and allotment to him of 6,004,768 ordinary shares and 979 A ordinary shares in the Company, credited as fully paid up, and the crediting as fully paid up of the one issued A ordinary share in the Company already held by him, and the acquisition by the Company of 757,680 B ordinary shares in ITG from Stephen George Watkins (also a director of the Company) in consideration for the issue and allotment to him of 757,679 B ordinary shares in the Company, credited as fully paid, and the crediting as fully paid up of the one issued B ordinary share in the Company already held by him, in each case otherwise on such terms as the directors may decide, be approved.
4. **THAT** the directors be generally and unconditionally authorised, pursuant to section 551 of the Act, for a period of three months from the date of passing of this resolution, to exercise all the powers of the Company to issue and allot:
 - (a) 6,004,768 ordinary shares of £0.005 each in the capital of the Company, having an aggregate nominal value of £30,023.84;

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- (b) 3,287,787 A ordinary shares of £0.005 each in the capital of the Company, having an aggregate nominal value of £16,438.935; and
- (c) 757,679 B ordinary shares of £0.005 each in the capital of the Company, having an aggregate nominal value of £3,788.395,

in satisfaction of the consideration to be given by the Company for the acquisition of the entire issued share capital of ITG.

SPECIAL RESOLUTION

- 5. **THAT**, subject to the passing of resolution 4 above, all and any rights of pre-emption arising under the articles of association of the Company, the Act or otherwise, be and hereby are waived in respect of the allotment and issue of the shares set out in resolution 4 above.

ORDINARY RESOLUTIONS

- 6. **THAT**, subject to the passing of resolutions 2, 3, 4 and 5 above and the issue of the shares contemplated in resolutions 3 and 4 pursuant to the acquisition of the entire issued share capital of ITG, the GRC International Group plc Employee Share Plan be and is approved.
- 7. **THAT**, subject to the passing of resolution 6 above, the directors be generally and unconditionally authorised, pursuant to section 551 of the Act, to exercise all the powers of the Company to grant rights to subscribe for or to convert any securities into shares in the Company, up to a maximum aggregate nominal amount of £2,360.68, provided that such authority shall expire (unless previously revoked, varied or renewed) three months from the date of passing of this resolution, except that the Company may at any time before such expiry make an offer or agreement which would or might require rights to subscribe for or to convert any security into shares to be granted after such expiry and the directors may grant such rights in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired.

SPECIAL RESOLUTION

- 8. **THAT**, subject to the passing of resolution 7 above, the directors be empowered pursuant to section 570 of the Act to grant such rights to subscribe for or to convert any securities into shares in the Company as if section 561(1) of the Act did not apply, provided that this power shall be limited to an aggregate nominal amount of £2,360.68 and shall expire (unless previously revoked, varied or renewed) three months from the date of passing of this resolution, except that the Company may at any time before such expiry make offers or agreements which would or might require equity securities to be granted after such expiry and the directors may allot equity securities or grant such rights in pursuance of any such offer or agreement to subscribe for or convert any security into ordinary shares (as the case may be) notwithstanding that the authority conferred by this resolution has expired. This authority is in addition to all subsisting authorities.

ORDINARY RESOLUTIONS

9. **THAT**, with effect on the Business Day immediately prior to the date on which Admission is scheduled to occur, all the then issued A ordinary shares of £0.005 each and all the then issued B ordinary shares of £0.005 each in the Company be re-designated as ordinary shares of £0.005 each having the rights attaching to them as ordinary shares set out in the articles of association of the Company, provided that, if such re-designation has not occurred by 5:00 p.m. on 30 June 2018, this resolution shall lapse and cease to have any effect.
10. **THAT** subject to the passing of resolution 9 above, the Company is hereby authorised immediately prior to Admission to exercise the power conferred by this resolution to sub-divide each issued ordinary share of £0.005 each into 5 ordinary shares of £0.001 each, such shares having the rights and being subject to the restrictions of the articles of association of the Company, provided that, if such sub-division has not occurred by 5:00 p.m. on 30 June 2018, this resolution shall lapse and cease to have any effect.
11. **THAT**, conditional on (but effectively immediately prior to) the admission of the ordinary shares of the Company to trading on the Alternative Investment Market of the London Stock Exchange plc (**Admission**), the directors of the Company be generally and unconditionally authorised, pursuant to section 551 of the Act, to exercise all the powers of the Company to allot shares in the Company or to grant rights to subscribe for or to convert any securities into shares in the Company, up to a maximum aggregate nominal amount of £50,262.94, provided that this authority shall be limited to:
- (a) the allotment of new ordinary shares of £0.001 each in the capital of the Company up to an aggregate nominal amount of £12,000.00 in connection with the placing of ordinary shares on or around the date of Admission;
 - (b) granting rights to subscribe for shares in the Company in connection with any equity option or incentive plan up to an aggregate nominal amount equal to ten percent (10%) of the nominal value of the ordinary shares of £0.001 each in the issued share capital of the Company in issue at 6pm (London time) on the date which is three business days following Admission;
 - (c) the allotment of new ordinary shares of £0.001 each in the capital of the Company (otherwise than pursuant to sub-paragraph (a) above and (d) below) up to an aggregate nominal amount equal to ten percent (10%) of the nominal value of the ordinary shares of £0.001 each in the issued share capital of the Company in issue at 6pm (London time) on the date which is three business days following Admission; and
 - (d) the allotment of new ordinary shares of £0.001 each in the capital of the Company (otherwise than pursuant to sub-paragraphs (a) and (c) above) up to an aggregate nominal amount of £20,546.77 for general corporate purposes,

provided that such authority shall expire (unless previously revoked, varied or renewed):

- (i) in the case of resolution (a) above, immediately following Admission;
- (ii) in the case of resolutions (b) and (d) above, on 30 September 2022,

- (iii) in the case of resolution (c) above, on the earlier of the conclusion of the first annual general meeting of the Company following Admission and the date falling 15 months after Admission,

except that the Company may at any time before such expiry make an offer or agreement which would or might require shares to be allotted or rights to subscribe for or to convert any security into shares to be granted after such expiry and the directors may allot such shares or grant such rights (as the case may be) in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired.

This authority is in substitution for all subsisting authorities to the extent unused.

SPECIAL RESOLUTIONS

12. **THAT**, conditional on (but effective immediately prior to) Admission, and subject to the passing of resolution 11 above, the directors be empowered pursuant to section 570 of the Act to allot equity securities (as defined in section 560 of the Act) for cash as if section 561(1) of the Act did not apply to such allotment, provided that this power shall be limited to the allotment of equity securities in the Company:

- (a) up to an aggregate nominal amount of £12,000.00 in connection with the placing of ordinary shares on or around the date of Admission, pursuant to the authority granted by resolution 11(a) above;
- (b) up to an aggregate nominal amount equal to ten percent (10%) of the nominal value of the ordinary shares of £0.001 each in the issued share capital of the Company in issue at 6pm (London time) on the date which is three business days following Admission, pursuant to the authority granted by resolution 11(b) above;
- (c) up to an aggregate nominal amount equal to ten percent (10%) of the nominal value of the ordinary shares of £0.001 each in the issued share capital of the Company in issue at 6pm (London time) on the date which is three business days following Admission, pursuant to the authority granted by resolution 11(c) above,

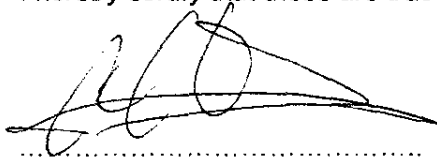
provided always that such powers expire (unless previously revoked, varied or renewed):

- (i) in the case of resolution (a) above, immediately following Admission;
- (ii) in the case of resolutions (b) above, on 30 September 2022,
- (iii) in the case of resolution (c) above, on the earlier of the conclusion of the first annual general meeting of the Company following Admission and the date falling 15 months after Admission,

except that the Company may at any time before such expiry make offers or agreements which would or might require equity securities to be granted after such expiry and the directors may allot equity securities or grant such rights in pursuance of any such offer or agreement to subscribe for or convert any security into ordinary shares (as the case may be) notwithstanding that the authority conferred by this resolution has expired.

13. **THAT**, subject to and with effect from Admission, the articles of association produced to the meeting and initialled by the chairman of the meeting and marked "B" for the purpose of identification (**New Articles**) be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the Interim Articles.

I hereby certify that these are true copies of the resolutions so passed.

A handwritten signature in black ink, appearing to read 'CH', is written over a horizontal dotted line.

Christopher Hartshorne
Company Secretary

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Company number: 11036180

THE COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION OF
GRC INTERNATIONAL GROUP PLC**

AS ADOPTED BY SPECIAL RESOLUTION

PASSED ON 1 FEBRUARY 2018

PART 1: INTERPRETATION

- 1 The Model Articles of Association prescribed for public companies limited by shares by the Companies (Model Articles) Regulations 2008 (“**the Model Articles**”) shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 2 Model Articles 16 (*Conflicts of interest*) and 21 (*Retirement of directors by rotation*) shall not apply to the Company.
- 3 In these Articles –
 - “**A Ordinary Shares**” means A ordinary shares of 0.5p each in the Company;
 - “**the Act**” means the Companies Act 2006, as in force on the date when these Articles become binding on the Company;
 - “**B Ordinary Shares**” means B ordinary shares of 0.5p each in the Company;
 - “**eligible director**” means a director who would be entitled to vote on a matter at a meeting of directors, but excluding any director whose vote is not to be counted in respect of the particular matter;
 - “**Family Trust**” in relation to a shareholder means a trust of which only the shareholder and/or his or her Privileged Relations and/or a charity are beneficiaries or potential beneficiaries;

“**Group**” means the Company and its subsidiary companies from time to time and “**Group Company**” means any one of them;

“**interested director**” means a director who has, in relation to a particular situation or transaction, a direct or indirect interest which conflicts, or may conflict, with the interests of the Company;

“**Ordinary Shares**” means ordinary shares of 0.5p each in the Company;

“**Privileged Relation**” in relation to a shareholder means his or her parents, spouse or civil partner, children and grandchildren;

“**shareholder**” has the same meaning as “member”;

“**transfer**” in relation to shares includes not only the full legal and beneficial ownership of any share but also the assignment of the beneficial interest in the share, any declaration of trust in respect of the share or the creation of any charge or security over the share; and

“**working day**” means any day which is not a Saturday or Sunday, Christmas Day, Good Friday or a bank holiday in England.

- 4 Wherever it makes sense, words or expressions defined in the Model Articles have the same meanings in these Articles.
- 5 In these Articles, references by number to -
 - (a) a Model Article are references to the provision of the Model Articles so numbered; and
 - (b) an Article are references to the provision of this document so numbered.
- 6 Headings to provisions in these Articles are for ease of reference only and shall not affect their construction or interpretation.

PART 2: DIRECTORS

DECISION-MAKING BY DIRECTORS

Number of directors

- 7 The number of directors shall be no fewer than two, but shall not be subject to any maximum.

Directors’ decisions to be taken collectively

- 8 Any decision of the directors must be either –
 - (a) taken at a meeting of the directors, when it may be either a unanimous decision or a majority decision; or
 - (b) a unanimous decision taken in accordance with Article 9.

Unanimous decisions

- 9 (1) A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other, by any means, that they share a common view on a matter.
- (2) Such a decision may take the form of a directors' written resolution, where each eligible director has signed one or more copies of it or to which each eligible director has otherwise indicated agreement in writing.
- (3) A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at a directors' meeting.

Transactions with the Company

- 10 Provided (unless he is not aware of his interest) he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company –
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an eligible director for the purposes of any proposed decision of the directors in respect of such transaction or arrangement in which he is interested;
- (c) shall be entitled to vote at a directors' meeting or participate in any unanimous decision, in respect of such transaction or other arrangement;
- (d) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (e) shall not be accountable to the Company for any benefit which he (or a person connected with him, as defined in Section 252 of the Act) 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 grounds of any such interest or benefit, nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under Section 176 of the Act.

Director's conflict of interest

- 11 (1) The directors may in accordance with the requirements set out in this Article, authorise any matter or situation which would, if not authorised, involve an interested director breaching his duty under the Act to avoid a situation in which he has, or can have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company ("**a conflict**").

- (2) Any authorisation under this Article 11 will be effective only if –
 - (a) any requirement as to the quorum for consideration of the relevant matter is met without counting the interested director; and
 - (b) the matter was agreed to without the interested director voting, or would have been agreed to if the interested director's vote had not been counted.
- (3) Any authorisation of a conflict under this Article 11 may, whether at the time of giving the authorisation or subsequently –
 - (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - (b) provide that the interested director be excluded from the receipt of documents and information and participation in discussions (whether at directors' meetings or otherwise) relating to the conflict;
 - (c) provide that the interested director may or may not vote (or may or may not be counted in the quorum) at any future directors' meeting in relation to any resolution relating to the conflict;
 - (d) impose upon the interested director such other terms for the purposes of dealing with the conflict as the eligible directors think fit; and
 - (e) permit the interested director to absent himself from the discussion of matters relating to the conflict at any directors' meeting and be excused from reviewing papers prepared for the directors to the extent that they relate to such matters.
- (4) The directors may revoke or vary any such authorisation at any time, but this will not affect anything done by the interested director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- (5) An interested director is not required, by reason of being a director or because of the fiduciary relationship established by reason of his being a director, to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a conflict which has been authorised by the directors under this Article 11 or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

APPOINTMENT OF DIRECTORS

Appointment by shareholders

- 12 In addition to the methods of appointment provided by Model Article 20, the holders of a majority of the issued Ordinary Shares (or a transmittee entitled to be registered as the holder of a majority of the Ordinary Shares) may from time to time by notice in writing to the Company appoint any person or persons to be a director or directors of the Company; and may from time to time by such notice remove any person so appointed.

Termination of director's appointment

- 13 In addition to the circumstances specified in Model Article 22, a person ceases to be a director if he or she is absent, without permission of the other directors, from directors' meetings held during a period of six consecutive months or more, and the other directors resolve that he or she cease to be a director.

Directors' expenses

- 14 The Company may pay any reasonable expenses which the directors properly incur in the exercise of their powers and the discharge of their responsibilities in relation to the Company, and Model Article 24 shall be modified accordingly.

PART 3: SHARES AND DISTRIBUTIONS

The Company's share capital

- 15 The Company's issued share capital at the date of adoption of these Articles comprises shares of the following classes -
- (a) Ordinary Shares
 - (b) A Ordinary Shares and
 - (c) B Ordinary Shares.

Rights attaching to shares

- 16 The respective rights attaching to the Ordinary Shares, the A Ordinary Shares and the B Ordinary Shares are as follows:

Voting rights

At any general meeting, the holders of the Ordinary Shares, the A Ordinary Shares and the B Ordinary Shares shall have one vote per share.

Dividend rights

As regards dividends:

- (a) the holders of the Ordinary Shares shall be entitled to such dividends (if any) as the shareholders shall from time to time resolve by ordinary resolution shall be paid in respect of the Ordinary Shares;
- (b) the holders of the A Ordinary Shares shall be entitled to such dividends (if any) as the shareholders shall from time to time resolve by ordinary resolution shall be paid in respect of the A Ordinary Shares; and
- (c) the holders of the B Ordinary Shares shall be entitled to such dividends (if any) as the shareholders shall from time to time resolve by ordinary resolution shall be paid in respect of the B Ordinary Shares.

Return of capital

On a return of capital on liquidation of the Company or a capital reduction or otherwise, the assets of the Company remaining after payment of its debts and liabilities shall be distributed rateably among the holders of the Ordinary Shares, the A Ordinary Shares and the B Ordinary Shares in proportion to the number of shares held by them respectively.

Sale of the issued shares

On a sale of the whole of the issued shares in the Company, the net proceeds of such sale after payment of all reasonable and proper professional and other costs and expenses incurred in respect of such sale shall be distributed rateably among the holders of the Ordinary Shares, the A Ordinary Shares and the B Ordinary Shares in proportion to the number of shares held by them respectively.

Power of directors to allot shares

- 17 The directors are unconditionally empowered to exercise all the powers of the Company to issue or allot shares in the Company or to grant rights to subscribe for or to convert any security into shares in the Company, and may do so at such times and on such terms as they may from time to time decide and as if section 561 of the Act did not apply to such issue or allotment, but such power shall:
- (a) unless otherwise decided by special resolution, be limited to the issue or allotment of shares with a nominal value up to a maximum amount of £1,000; and
 - (b) expire on 30 September 2022 unless renewed by special resolution.

PART 4: DECISIONMAKING BY SHAREHOLDERS

Delivery of proxy notices

- 18 A proxy notice may be delivered by a shareholder to the Company up to any time not less than 24 hours before the time fixed for holding the meeting (or the adjourned meeting) at which it is to be used, and Model Article 39 shall be modified accordingly.

PART 5: TRANSFER OF SHARES

Permitted transfers of shares

- 19 A shareholder may transfer any share:
- (a) to another shareholder; or
 - (b) to a Privileged Relation of the shareholder; or
 - (c) to or between the trustees of the shareholder's Family Trust

and the directors shall register any such transfer, provided they are reasonably satisfied that the transfer complies with the terms of this Article 19.

Directors' approval of other share transfers

- 20 The directors may refuse to register any other transfer of a share. If they do so, the instrument of transfer shall be returned to the transferee with the notice of refusal unless the directors suspect that the purported transfer may be fraudulent.

Pre-emption rights in certain cases

- 21 The provisions of this Article 21 shall not apply to Alan Philip Calder. Any other holder of Ordinary Shares, A Ordinary Shares or B Ordinary Shares who:
- (a) having been employed by the Company, ceases for any reason to be employed by the Company; or
 - (b) having been engaged to provide services to the Company under a contract for services, ceases for any reason to be so engaged by the Company

shall be deemed to have given notice to the Company (a "**Transfer Notice**") in respect of all his or her shares in the Company. If that shareholder has previously transferred any shares to a Privileged Relation and/or to the trustees of a Family

Trust, the holders of those shares shall be deemed at the same time to have given a Transfer Notice in respect of the shares held by them.

- 22 A Transfer Notice under Article 21 shall be deemed to have been given on whichever of the following dates is applicable to the circumstances (“**the Termination Date**”):
- (a) if the shareholder’s employment or engagement by the Company ends as a result of notice given by him or her, on the date on which he or she gives that notice; or
 - (b) if her or his employment or engagement by the Company ends as a result of notice given by the Company or summary termination of the contract by the Company, on the date on which such notice or summary termination takes effect.
- 23 A Transfer Notice shall have effect as an offer by the shareholder deemed to have given the Transfer Notice (“**the Offeror**”) to sell all her or his shares in the Company (“**the Sale Shares**”) at a price to be determined and otherwise in accordance with the following provisions of these Articles.
- 24 A Transfer Notice shall constitute the Company the agent of the Offeror for the sale of the Sale Shares to any person or persons approved by the directors who is willing to purchase them. A Transfer Notice once deemed to have been given shall not be capable of being revoked or withdrawn.

Price of Sale Shares

- 25 The price of the Sale Shares shall be such price as is agreed between the Offeror and the directors or (in default of agreement) determined by an Independent Accountant to be the fair value of the Sale Shares, valuing the Sale Shares -
- (a) on an arm’s length basis, assuming a willing vendor and a willing purchaser;
 - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (c) applying appropriate valuation principles to the valuation of the business carried on by the Company;
 - (d) taking into account the future prospects, as well as the historic performance of the Company; and
 - (e) valuing the Sale Shares as a minority interest in the Company’s issued shares.

- 26 For the purposes of Article 25, an “**Independent Accountant**” –
- (a) shall be an accountant independent of the shareholders, and experienced in the valuation of shares in private companies;
 - (b) shall be appointed, in default of agreement on his appointment, by the President of the Institute of Chartered Accountants in England and Wales, at the request of any shareholder;
 - (c) shall afford the shareholders an opportunity to make representations to him, but act as an expert and not as an arbitrator; and
 - (d) may decide which of the shareholders shall pay his fees and expenses, and (if more than one) in what proportions.

Offer of Sale Shares

- 27 The directors may offer the Sale Shares to such person or persons as they may approve.
- 28 If a purchaser is or purchasers are found for all the Sale Shares, the Company shall give notice to the Offeror specifying the purchaser or purchasers and (if there is more than one purchaser) the number of Sale Shares to be purchased by each purchaser, and the Offeror shall then be bound to transfer the Sale Shares to the purchasers notified to him or her by the Company.

Completion of sale of Sale Shares

- 29 When a shareholder (“**the seller**”) becomes bound to sell Sale Shares in accordance with Article 28, the sale and purchase of the Sale Shares shall be completed, at the registered office of the Company or at such other place as the parties agree, no later than the tenth business day after the date on which notice is given under Article 28 (“**sale completion**”).
- 30 At the sale completion –
- (a) the seller shall deliver to the purchaser or purchasers signed transfers of the Sale Shares, together with the share certificates relating to them; and
 - (b) the purchaser or purchasers shall pay the purchase price of the Sale Shares, in cash or cleared funds, to the seller.
- 31 If the seller fails to sign a transfer of the Sale Shares, the directors may appoint a person to do so in his or her name and on his or her behalf; and the Company may receive and hold the sale price of the Sale Shares on the seller’s behalf, but without being liable to invest or pay interest on such moneys.

DRAG ALONG AND TAG ALONG RIGHTS

Drag along rights

- 32 If at any time a shareholder holding or shareholders together holding not less than 51% of the total number of issued shares carrying the right to vote at general meetings of the Company (“**the Disposing Shareholders**”) decide to transfer all their shares to a *bona fide* and arm’s length purchaser (a “**Third Party Purchaser**”), he, she or they shall have the option to require the other shareholders to sell all their shares to the Third Party Purchaser on the terms and conditions set out in Articles 33 to 35 below.
- 33 The Disposing Shareholders may exercise such option by giving notice to that effect (“**a Drag Along Notice**”) to all other shareholders (“**the Following Shareholders**”). A Drag Along Notice shall:
- (a) specify the Third Party Purchaser and the price for which the Third Party Purchaser has indicated it is prepared to purchase all the issued shares in the Company;
 - (b) state the proposed completion date for the sale; and
 - (c) state that the Following Shareholders are required to transfer all of their shares to the Third Party Purchaser pursuant to this Article 33.
- 34 From service of a Drag Along Notice, each Following Shareholder shall be obliged to sell all his or her shares to the Third Party Purchaser, at the same time and at the same price per share as that paid by the Third Party Purchaser for the Disposing Shareholders’ Shares.
- 35 A Drag Along Notice, once served, shall be irrevocable, but shall lapse if, for any reason, the Disposing Shareholders do not transfer their shares to the Third Party Purchaser within 90 days after the date of service of the Drag Along Notice.
- 36 If a Following Shareholder fails to sign a transfer of her or his shares to the Third Party Purchaser, the directors may appoint a person to do so in her or his name and on his or her behalf; and the Company may receive and hold the sale price of his or her shares on her or his behalf, but without being liable to invest or pay interest on such moneys.

Tag along rights

- 37 If at any time a shareholder or shareholders together holding a majority of the issued shares carrying the right to vote at general meetings of the Company (“**the Shareholder Majority**”) propose to transfer their shares for valuable consideration to any person who is not already a shareholder (a “**Third Party Acquirer**”) they shall procure that the Third Party Acquirer at the same time offers to acquire all the shares held by the other shareholders for the same consideration per share and, so far as practicable, on the same terms and conditions as the Third Party Acquirer has offered for the Shareholder Majority’s shares.

PART 6: ADMINISTRATIVE ARRANGEMENTS

Confidentiality

- 38 For the purposes of Article 39, “**Confidential Information**” means all information of whatever nature (whether oral, or in documentary or machine-readable form) of a confidential or commercially-sensitive nature relating to any Group Company or their respective businesses, including (but not limited to) such information relating to:
- (a) the database of customers of each Group Company, and that Group Company’s terms of business with them;
 - (b) the identity of each Group Company’s prospective customers and sales targets, and information relating to negotiations with them;
 - (c) sales and marketing information, marketing methods and strategies, sales targets, sales forecasts, marketing surveys and/or reports and/or market research relating to any Group Company;
 - (d) each Group Company’s business development plans;
 - (e) products or services being developed and not yet marketed by any Group Company; and
 - (f) prospective acquisitions or disposals of companies or businesses by any Group Company.
- 39 Each shareholder is under an obligation to the Company:
- (a) to keep and at all times treat as confidential all Confidential Information relating to the Group received by him or her; and
 - (b) not to use any Confidential Information for any purpose other than for the purposes of the Group.
- 40 The obligation arising under Article 39 shall continue in force without time limit, but shall not apply –
- (a) to Confidential Information which subsequently becomes public knowledge otherwise than as a direct or indirect result of disclosure by the shareholder in breach of his or her obligation under Article 39; or
 - (b) to the disclosure of Confidential Information on a confidential basis to a shareholder’s professional advisers, so far as necessary for the proper management of his or her own personal affairs; or

- (c) to the disclosure of Confidential Information to a court, public official or regulatory body which has the legal authority to compel such disclosure.

Means of communication which may be used

41 Any document or information sent or supplied at any time –

- (a) by the Company to a shareholder; or
- (b) by a shareholder to the Company

may be sent or supplied in electronic form.

Time of deemed service

42 Any notice, document or other information shall be deemed served on or delivered to the intended recipient –

- (a) if properly addressed and sent by pre-paid first class post to an address in the United Kingdom, on the next working day after the date of posting;
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address; and
- (c) if properly addressed and sent by electronic means, one hour after the document or information was sent

but for the purposes of this Article 42, no account shall be taken of any part of a day which is not a working day.

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

DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

44 Subject to the provisions of and so far as may be consistent with the Act, every director shall be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the exercise of his powers and the discharge of his responsibilities in relation to the Company, except that he shall not be entitled to an indemnity by the Company against any liability incurred by him –

- (a) to the Company, or to any other Group Company; or
- (b) to pay any fine imposed in criminal proceedings, or any sum payable to a regulatory authority by way of penalty in respect of non-

compliance with any requirement of a regulatory nature, however arising; or

- (c) in defending any criminal proceedings in which he is convicted; or
 - (i) in defending any civil proceedings brought by any Group Company in which judgment is given against him; or
 - (ii) in connection with any application or relief under the Act in which the court refuses to grant him relief.

Director's liability insurance

- 45 (1) The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- (2) In this Article 45 –
- (a) **“a relevant officer”** means any director or former director of the Company and any other officer or employee or former officer or employee of the Company, but not its auditors; and
 - (b) **“relevant loss”** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any other Group Company.