

Company number 06971203

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**RESOLUTION**

of

**MALAWI MANGOES LIMITED (the "Company")**

**A PRIVATE COMPANY LIMITED BY SHARES**

**Passed on 19 December 2011**

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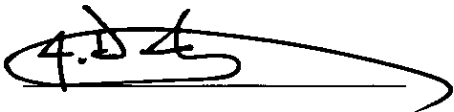
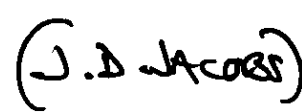
Notice is hereby given that, on **19 December 2011**, the following resolutions were passed as an ordinary resolution and a special resolution respectively of the Company

**ORDINARY RESOLUTION:**

That the current issued share capital of the Company be converted by re-designating the issued Ordinary A Shares of \$0 01 each into Preferred Ordinary A Shares of \$0 01 each, having the rights and being subject to the restrictions set out in the articles of association of the Company to be adopted pursuant to the special resolution below

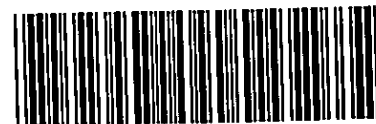
**SPECIAL RESOLUTION:**

That the new articles of association attached to this resolution be adopted with immediate effect and in substitution for and to the exclusion of all existing articles of association of the Company

Director  
for and on behalf of the Company

THURSDAY



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A42 10/01/2013 #149  
COMPANIES HOUSE

7.12.11

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**NEW ARTICLES OF ASSOCIATION**

**OF**

**MALAWI MANGOES LIMITED**

**(Adopted by special resolution passed on 19 December 2011)**

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**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**MALAWI MANGOES LIMITED**

**(Adopted by special resolution passed on 19 December 2011)**

**INTRODUCTION**

**1 INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires

**A Preference:** means an amount equal to USD 1,265,400 less any Distributions made pursuant to article 21 1(c),

**Act:** means the Companies Act 2006,

**Anti-Dilution Shares:** has the meaning given in article 22 1

**appointor:** has the meaning given in article 11 1,

**Articles:** means the company's articles of association for the time being in force,

**Bonus Shares:** has the meaning given in article 22 2;

**business day:** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

**C Coupon** means an amount of yield accruing in respect of the Preferred Ordinary C Shares each day at the rate of 5% per annum on the sum of (a) the outstanding C Preference plus (b) any unpaid but accrued yield from any previous year,

**C Preference** means an amount equal to USD 1,500,000 less any Distributions made pursuant to article 21 1(b),

**Conflict:** has the meaning given in article 7 1,

**Distributions** means any capital distribution of the company pursuant to a Sale, liquidation, winding up or otherwise on any other distribution of capital, whether cash or in-kind, made to the holders of shares in the company, excluding any distribution of shares or other securities as part of a recapitalisation,

**eligible director:** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter),

**Exit:** means a Sale or an initial public offering,

**Interested Director:** has the meaning given in article 7 1,

**Model Articles:** means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles,

**Ordinary B Shares:** means the ordinary B shares of \$0 01 each in the capital of the company,

**Preferred Ordinary A Shares:** means the preferred ordinary A shares of \$0 01 each in the capital of the company,

**Preferred Ordinary C Shares:** means the preferred ordinary C shares of \$0 01 each in the capital of the Company,

**Qualifying Issue:** has the meaning given in article 22 1,

**Relevant Price:** has the meaning given in article 22.1, and

**Sale:** means the sale of all or substantially all of the shares in the capital of the Company or the assets of the Company, whether in a single transaction or as part of a series of transactions

1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles

1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles

1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise

- 1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- (a) any subordinate legislation from time to time made under it, and
  - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles
- 1 8 Articles 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2) and 49 of the Model Articles shall not apply to the company
- 1 9 Article 7 of the Model Articles shall be amended by
- (a) the insertion of the words "for the time being" at the end of article 7(2)(a), and
  - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"
- 1 10 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur"
- 1 11 In Article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 1 12 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But"
- 1 13 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name"
- 1 14 Articles 31(1)(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide"

## **DIRECTORS**

## **2 UNANIMOUS DECISIONS**

- 2.1 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
- 2.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing
- 2.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting
- 2.4 No resolution of the directors shall be valid unless it carries the affirmative vote of those directors appointed by the holders of Ordinary B Shares, and the Model Articles shall be deemed amended and construed accordingly

## **3. CALLING A DIRECTORS' MEETING**

Any director may call a directors' meeting by giving not less than five business days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice, provided, that the consent of the directors appointed by the holders of Ordinary B Shares shall be required to convene any meeting

## **4 QUORUM FOR DIRECTORS' MEETINGS**

- 4.1 Subject to article 4.2, the quorum for the transaction of business at a meeting of directors is any three eligible directors (provided that all the directors appointed by the holders of Ordinary B Shares are present)
- 4.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director
- 4.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision
- (a) to appoint further directors, or
  - (b) to call a general meeting so as to enable the shareholders to appoint further directors

## **5. CASTING VOTE**

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote

6. **TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, 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 (or committee of directors) in respect of such contract or proposed contract in which he is interested,
- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,
- (d) may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- (e) 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
- (f) shall not, save as he may otherwise agree, 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 contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, 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

7. **DIRECTORS' CONFLICTS OF INTEREST**

7.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**)

7.2 Any authorisation under this article 7 will be effective only if

- (a) the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,



- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
- (c) 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

73 Any authorisation of a Conflict under this article 7 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 the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
- (c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the company) information that is confidential to a third party, he will not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence, and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters

74 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict

75 The directors may revoke or vary 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

76 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of 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 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

**8. RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

**9. NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the maximum number of directors (other than alternate directors) shall be five, and the minimum shall be two

**10. APPOINTMENT OF DIRECTORS**

10.1 The holders of Ordinary B Shares shall have the right by notice in writing to appoint, remove and maintain in office three natural persons (or any of them) as directors from time to time

10.2 The holders of Preferred Ordinary A Shares shall have the right by notice in writing to appoint, remove and maintain in office one natural person as a director from time to time

10.3 The holders of Preferred Ordinary C Shares shall have the right by notice in writing to appoint, remove and maintain in office one natural person as a director from time to time

10.4 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director

**11. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

11.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

- (a) exercise that director's powers, and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor

11.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors

11.3 The notice must

- (a) identify the proposed alternate, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

## **12 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

12.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

12.2 Except as the Articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their appointors, and
- (d) are not deemed to be agents of or for their appointors

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

12.3 A person who is an alternate director but not a director

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and
- (c) shall not be counted as more than one director for the purposes of articles 12.3(a) and (b)

12.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a vote on behalf of his appointor (and to his own vote) on any decision of the directors (provided that his appointor is an eligible director in relation to that decision)

12.5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

## **13. TERMINATION OF ALTERNATE DIRECTORSHIP**

An alternate director's appointment as an alternate terminates

- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
- (c) on the death of the alternate's appointor, or
- (d) when the alternate's appointor's appointment as a director terminates

**14. SECRETARY**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

**DECISION MAKING BY SHAREHOLDERS**

**15. POLL VOTES**

- 15 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting
- 15 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

**16. PROXIES**

- 16 1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"
- 16 2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid ,unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article

**17. VOTING AT MEETINGS**

- 17 1 Notwithstanding any other provision of these articles or the Model Articles, no resolution of the shareholders at any meeting (other than a class meeting of holders of the Preferred Ordinary A Shares or Preferred Ordinary C Shares) shall be valid unless carried with the affirmative vote of the holders of a majority of Ordinary B Shares, and the Model Articles shall be deemed amended and construed accordingly

## **ADMINISTRATIVE ARRANGEMENTS**

### **18. MEANS OF COMMUNICATION TO BE USED**

18 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider)],
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article, no account shall be taken of any part of a day that is not a working day

18 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

### **19. INDEMNITY**

19 1 Subject to article 19 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

- (a) each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them, including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief

from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs, and

- (b) the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 19(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

19 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

19 3 In this article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

## 20. INSURANCE

20 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

20 2 In this article

- (a) a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),
- (b) a "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, any associated company or any pension fund or employees' share scheme of the company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

**21. DISTRIBUTIONS**

21 1 Notwithstanding the provisions of the Model Articles, Distributions shall be made in the order and priority as follows

- (a) first, to the holders of Preferred Ordinary C Shares, until the C Coupon has been repaid in full,
- (b) second, to the holder of Preferred Ordinary C Shares, an amount equal to the C Preference,
- (c) third, to the holders of Preferred Ordinary A Shares, an amount equal to the A Preference, and
- (d) third, to the holders of Preferred Ordinary A Shares, Ordinary B Shares and Preferred Ordinary C Shares, pro rata to the number of shares held by such holder to the aggregate number of shares

21 2 If as a result of any manifest error, a holder of shares receives Distributions in excess to what he would otherwise be entitled hereunder, such holder shall surrender the relevant amount within 10 days of request from the company

21 3 With respect to dividend distributions, other than with regard to (c) below in connection with non-management employees, holders of Ordinary B Shares shall have no entitlement to receive a dividend, and allocations of amounts that might otherwise be available for distribution to shareholders shall be as follows

- (a) subject to the qualifications below, 50% to the Malawi Mangoes Investment Foundation (the **Foundation**),
- (b) an amount to be determined by the Board (with the consent of the director appointed pursuant to Article 10 3 and a director appointed pursuant to Article 10 1) within six months of the date of adoption of these Articles, shall be reserved for strategic partners,
- (c) an amount to be determined by the Board (with the consent of the director appointed pursuant to Article 10 3 and a director appointed pursuant to Article 10 1) within six months of the date of adoption of these Articles, shall be reserved for a long-term non-management employee benefit plan, and"
- (d) the balance pro rata to the holders of the Preferred Ordinary A Shares and Preferred Ordinary C Shares

***provided that, on a Sale or initial public offering, the reference to 50% in (a) shall be reduced to 20% following such Sale or initial public offering.***

21 4 Notwithstanding any other provision of this Article 21 or any other provision of these Articles

- (a) the purpose of the company is *"To deliver positive development, both economically and in terms of general wellbeing, to the people of Malawi, through a financially viable and commercially driven business"*,
- (b) no dividend shall be made to any party unless there are sufficient distributable profits (as defined in the Act) and unless a dividend may otherwise be lawfully made in accordance with the Act and all other relevant legislation and/or accounting rules,
- (c) further, no dividend shall be paid if, in the view of the Board (having regard to (a) and acting with the consent of both a director appointed by the holders of Ordinary B Shares and the director appointed by the holders of Preferred Ordinary C Shares), it would be reasonably likely to damage the long term prospects of, or have a material adverse affect on the working capital position of, the Company,
- (d) the dividend received by the Foundation shall be used (i) for the general wellbeing of the employees and the communities associated with the business, and in particular, education, housing, health, water and horticultural initiatives in the relevant local communities, and (ii) for wider Malawian education, training and transferrable skills initiatives in the fields of agriculture, horticulture and agricultural processing

21 5 Furthermore, and for the avoidance of any doubt

- (a) in no circumstances shall any dividend paid to the Foundation be used to pay or otherwise employees of the business or for funding Government activities (outside the ordinary course of business),
- (b) in no circumstances shall the Foundation be entitled to receive any allocation of proceeds from a Sale or initial public offering,
- (c) following a Sale or initial public offering, the Foundation's allocation of dividends shall be reduced from 50% to 20%, and
- (d) in the event of any dispute relating to the Foundation's dividend allocation, the trustees of the Foundation shall be entitled to request an independent review by a major accounting firm (acting as expert, not as arbitrator), paid for by the company and whose decision on such matter shall be final

## 22. ANTI-DILUTION PROTECTION

22 1 If following the date of adoption of these Articles, new securities are issued by the Company at a price per new security (the **Relevant Price**) which implies a pre-money valuation of the share capital of the Company which is less than the post-money valuation implied by the subscription price paid for the Preferred Ordinary C Shares on the date hereof (a **Qualifying Issue**) then the Company shall, unless and to the extent that any of the holders of Preferred Ordinary C Shares specifically waives their rights under this article in writing, issue to holders of Preferred Ordinary C Shares, a



number of Preferred Ordinary C Shares, N, (rounding down to the nearest whole share (the **Anti-Dilution Shares**) calculated as follows (such calculation being applied to each holder of Preferred Ordinary C Shares separately)

$$N = (W/DRP) - Z$$

Where

**N:** the number of Anti-Dilution Shares to be issued to the relevant holder of Preferred Ordinary C Shares

**DRP:** Relevant Price

**W:** the total amount subscribed by the relevant holder of Preferred Ordinary C Shares for its Preferred Ordinary C Shares

**Z:** the number of Preferred Ordinary C Shares held by the relevant holder of Preferred Ordinary C Shares prior to the Qualifying Issue

22 2 On any issuance of new securities which is not a Qualifying Issue, pursuant to Article 22 1, the Company shall, in conjunction with such issuance, issue to the holders of Ordinary B Shares a number of additional Ordinary B Shares, X, rounding down to the nearest whole share (the **Bonus Shares**), such that following such issuance of X shares and the new securities pursuant to such issuance, the Ordinary B Shares shall represent the same proportion of the aggregate shares of the company as they did immediately prior to such issuance

22 3 The provisions of article 22 2 shall not apply to the extent of that portion of the issuance that, when aggregated with all other issuances made in the 12 months following the date of adoption of these Articles, exceeds \$10 million of equity capital

22 4 The Anti-Dilution Shares and Bonus Shares shall

- (a) be paid up by the automatic capitalisation of available reserves of the company, unless and to the extent that this is impossible or unlawful, in which event the relevant holders shall be entitled to subscribe for the Anti-Dilution Shares or Bonus Shares, as applicable, in cash at par. If there is any dispute between the company and any holder as to the effect of article 22 2, the matter shall be referred (at the cost of the company) to the auditors for determination of the number of Anti-Dilution Shares or Bonus Shares to be issued. The auditor's determination of the matter shall, in the absence of manifest error, be final and binding on the company and the relevant holder, and
- (b) subject to the payment of any cash payable pursuant to article 22 4(a) (if applicable), be issued, credited fully paid up in cash and shall rank pari passu in all respects with the existing Preferred Ordinary C Shares or Ordinary B Shares, as applicable, within ten business days of the relevant issuance