Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, we the undersigned being the sole shareholder of the Company who at the date hereof are entitled to vote on the resolutions of the Company hereby pass the following resolutions of the Company (Resolutions).

**ORDINARY RESOLUTION**

1. THAT the directors of the Company be generally and unconditionally authorised to allot the following shares in the capital of the Company:

<table>
<thead>
<tr>
<th>Share class</th>
<th>Number</th>
<th>Allottee</th>
</tr>
</thead>
<tbody>
<tr>
<td>B Ordinary</td>
<td>100</td>
<td>Helen Blakley</td>
</tr>
</tbody>
</table>

**SPECIAL RESOLUTION**

2. THAT the regulations contained in the draft articles of association attached to this Resolution 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.

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

We the undersigned being the persons entitled to vote on the special resolution on the Circulation Date, hereby irrevocably agree to the special resolution.
Signed

S

Dated

12.06.19

For and on behalf of
FABAGLEN LTD

NOTES

1. You can choose to agree to all of the Resolutions or none of them, but you cannot agree to only some of the Resolutions. If you agree to all of the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

   **By hand:** delivering the signed copy to the Company's registered office.

   **Post:** returning the signed copy by post to the Company's registered office.

   **Fax:** faxing the signed copy to the Company marked "For the attention of the Directors.

If you do not agree to all of the resolutions, you do not need to do anything - you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.

3. Unless, by 28 days after the Circulation date, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us on or before this date.

4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.

5. If you are signing this document or sending an e-mail on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document or sending the e-mail (as the case may be). Please also include the name of the person on whose behalf you are signing where indicated in the signature box.

6. If you wish to signify your agreement by setting it out in the text of an e-mail, the e-mail should be signed off with your full name and, where relevant, indicate the name of the person on whose behalf you are signifying agreement.
COMPANY LIMITED BY SHARES

GENESIS ADVERTISING LIMITED
COMPANY NUMBER NI026336

ARTICLES OF ASSOCIATION
THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

GENESIS ADVERTISING LIMITED (Adopted by special resolution passed on
2019)

INTRODUCTION

1. Interpretation

1.1 In these Articles, the following words have the following meanings:

Act the Companies Act 2006;

Appointor has the meaning given in Article 10.1;

Articles the Company's articles of association for the time being in force;

Auditors the Company's auditors or reporting accountants from time to time;

Business Day any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in Northern Ireland are generally open for business;

B Share a B ordinary share of £1.00 in the share capital of the Company;

Change of Control any event or circumstance whereby, in relation to any person:

(a) the beneficial ownership of more than 50% of the issued share capital of the person in question or its holding company or parent undertaking becomes exercisable by any person (or persons acting in concert) other than those persons having control of the Company as at the date of the adoption of these Articles; or

(b) there is a change in “control” (as defined in Section 1124 of the Corporation Tax Act 2010) of the person in question from those persons having control of the borrower as at the date of the adoption of these Articles;

Conflict has the meaning given in Article 8.1;
Director a Director of the Company from time to time;

holding company and subsidiary "holding company and subsidiary" means a "holding company" and "subsidiary as defined in section 1159 of the Act and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) of the Act, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security or (b) its nominee;

Interested Director has the meaning given in Article 8.1;

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

Ordinary Share an Ordinary Share of £1.00 in the capital of the Company;

Sale any transaction (including, without limitation, any sale, transfer, lease or other disposal and any series of transactions whether taking place at the same time or not) pursuant to which:

(a) all or substantially all of the business or assets of the Company are sold to any person; or

(b) there is a Change of Control of the Company;

Shareholder a holder of Ordinary Shares; and

Writing or written the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, save that, for the purposes of Article 20, "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (other than by fax).

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 but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company.

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 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.

1.6 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.

2. Adoption of the Model Articles

2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.

2.2 Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2) and 50 to 53 (inclusive) of the Model Articles shall not apply to the Company.

2.3 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors and the secretary)" before the words "properly incur".

2.4 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".

2.5 Articles 31(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

3. Directors' Meetings

3.1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles.

3.2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

3.3 Meetings of the directors shall take place at least 4 times each year.

3.4 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution, and resolutions at any meeting of the directors or committee of the directors shall be decided by a majority of votes.
4. **Number of Directors**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one.

5. **Calling a Directors' Meeting**

5.1 Any director may call a meeting of directors by giving not less than three Business Days' notice of the meeting to each director or by authorising the Company secretary (if any) to give such notice.

5.2 Notice of any directors' meeting must be accompanied by:

(a) an agenda specifying in reasonable detail the matters to be raised at the meeting; and

(b) copies of any papers to be discussed at the meeting.

5.3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing.

6. **Quorum for Directors' Meetings**

6.1 The quorum for the transaction of business at a meeting of directors is any two eligible directors. However, if the total number of directors in office for the time being is one, the quorum for the transaction of business at a meeting of directors is one eligible director.

6.2 No business shall be conducted at any meeting of the directors unless a quorum is participating at the beginning of the meeting and also when that business is voted on. If a quorum is not participating within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for five Business Days at the same time and place.

6.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 6 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.

7. **Chairing of Directors' Meetings**

The post of chairman of the directors at each meeting will be held by the director elected by all those directors present at such meeting. The chairman shall not have a casting vote.

8. **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 they have 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:

8.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
8.2 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;

8.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;

8.4 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;

8.5 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

8.6 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.

9. Directors' conflicts of interest

9.1 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).

9.2 Any authorisation under this article 9 will be effective only if:

9.2.1 to the extent permitted by the Act, 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;

9.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

9.2.3 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.

9.3 Any authorisation of a Conflict under this article 9 may (whether at the time of giving the authorisation or subsequently):

9.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

9.3.2 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;
provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors vote in relation to any resolution related to the Conflict;

impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

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

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.

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.

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.

In authorising a Conflict, the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

disclose such information to the directors or to any director or other officer or employee of the company; or

use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence.

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.

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.
11. **Alternate Directors**

11.1 Any Director (other than an alternate director) (in this Article, the appointor) may appoint any person (whether or not a director) to be an alternate director to exercise that Director's powers, and carry out that Director's responsibilities, in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor, provided that the prior written approval of the other Directors is obtained to such appointment. A person may be appointed an alternate director by more than one director provided that each of his appointors represents the same class of shares but not otherwise.

11.2 Any appointment or removal of an alternate director 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 he is willing to act as the alternate of the director giving the notice.

11.4 An alternate director has the same rights, in relation to any decision of the Directors, as the alternate's appointor.

11.5 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.

11.6 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); and

(b) may participate in a unanimous decision of the Directors (but only if his appointor is an Eligible Director in relation to that decision, and does not himself participate).

11.7 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an Eligible Director in relation to that decision).
11.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's appointor as the appointor may by notice in writing to the Company from time to time direct.

11.9 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; or

(c) when the alternate director's appointor ceases to be a director for whatever reason.

SHARES

12. Share capital

The share capital of the Company at the date of adoption of these Articles is divided into 7,500 Ordinary Shares and 100 B Shares.

13. Rights attaching to shares in the Company

13.1 As regards voting

The holders of the Ordinary Shares shall be entitled to receive notice of, attend and vote at any general meeting of the Company. The holders of the B Shares shall not have the right to receive notice of, attend or vote at any general meeting of the Company.

13.2 As regards income

The holders of the Ordinary Shares shall be entitled to any profits of the Company available for dividend as determined by the Board.

The holders of the B Shares shall be entitled to a fixed dividend of £0.01 per share or such other dividend as is determined by the Board in its absolute discretion. For the avoidance of doubt, the Board shall be under no obligation to authorise the declaration of the same dividend, in respect of the B Shares, as is declared in respect of the Ordinary Shares.

13.3 As regards capital

On a return of assets on liquidation, sale, reduction of capital or otherwise, the surplus assets of the Company remaining after payment of its liabilities shall belong to and be distributed amongst the holders of the Ordinary Shares in proportion to the amounts paid up or credited as paid up thereon. The holders of the B shares shall have no right whatsoever to share in the assets of the Company.

13.4 As regards redemption
13.4.1 The Company may, at any time give not less than 10 Business Days' notice in writing to the holders of the B shares, redeem, in multiples of not less than 100 B Shares, such total number of B shares as is specified in such notice.

13.4.2 Where B shares are to be redeemed in accordance with article 13.4.1, the Company shall give the holders of the B Shares falling to be redeemed prior written notice of redemption ("Redemption Notice"). The Redemption Notice shall specify the date fixed for redemption.

13.4.3 In the event that a holder of B Shares ceases to be employed by the Company, the B shares held by such holder shall be automatically redeemed in full on the date of cessation of employment.

13.4.4 On the date fixed for redemption, each of the holders of the B Shares falling to be redeemed shall be bound to deliver to the Company, at the Company's registered office, the certificate(s) for such B shares (or an indemnity, in a form acceptable to the Board, in respect of any lost certificate(s)) in order that same may be cancelled. Upon such delivery, the Company shall pay to the holder the amount due to it in respect of redemption against delivery of a proper receipt for the redemption notices.

13.4.5 There shall be paid on redemption of each B Share an amount equal to the aggregate nominal of the B Shares falling for redemption and such amount shall become a debt due from and immediately payable by the Company to the holders of such B Shares.

14. Unissued shares

14.1 No shares in the Company shall be allotted nor any right to subscribe for or to convert any security into any shares in the Company shall be granted unless within one month before that allotment or grant (as the case may be) every Shareholder for the time being has consented in writing to that allotment or grant and its terms and to the identity of the proposed allottee or grantee.

14.2 No share of any class nor any right to subscribe for or to convert any security into a share of any class shall be allotted or granted otherwise than to the holder of a share of that same class.

14.3 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) where the consent to that allotment of every shareholder has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles.

15. Further Issues of Shares: Authority

15.1 Subject to Article 16 and the remaining provisions of this Article 15.2, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to:

(a) offer or allot;

(b) grant rights to subscribe for or to convert any security into; or
(c) otherwise deal in, or dispose of,

any shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper.

15.2 The authority referred to in Article 15.1:

(a) shall be limited to such amount as may from time to time be authorised by the Company by ordinary resolution;

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

(c) may only be exercised for a period of five years from the date of adoption of these Articles, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).

16. Further Issues of Shares: Pre-Emption Rights

16.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the company.

16.2 Unless otherwise agreed by special resolution, if the company proposes to allot any equity securities (other than any equity securities to be held under an employees' share scheme), those equity securities shall not be allotted to any person unless the company has first offered them to all shareholders entitled to vote at a general meeting of the Company on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of shares held by those holders (as nearly as possible without involving fractions). The offer:

(a) shall be in writing, shall be open for acceptance for a period of 15 business days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and

(b) may stipulate that any shareholder entitled to vote at a general meeting of the Company who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (Excess Securities) for which he wishes to subscribe.

16.3 Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with Article 16.2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 16.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with Article 16.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders.
16.4 Subject to Articles 16.2 and 16.3 and to section 551 of the Act, any equity securities shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

17. Share transfers

17.1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.

17.2 No B Share may be transferred except with the prior written consent of the holders of all Ordinary Shares for the time being.

DECISION MAKING BY SHAREHOLDERS

18. Quorum for General Meetings

18.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be such persons present in person or by proxy as represent at least 75% of the Ordinary Shares in issue as if the same constituted one class of shares.

18.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

19. Chairing General Meetings

The chairman of general meetings shall be appointed by the members in attendance at the general meetings.

20. Voting

At a general meeting, on a show of hands every Shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a Shareholder entitled to vote; on a poll every Shareholder present in person or by proxy shall have one vote for each Share of which he is the holder; and on a vote on a written resolution every Shareholder has one vote for each Share of which he is the holder.

21. Proxies

21.1 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 general meeting (or adjourned meeting) to which they relate".

21.2 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" as a new paragraph at the end of that Article.
ADMINISTRATIVE ARRANGEMENTS

22. Means of Communication to be used

22.1 Subject to Article 22.2, 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.

22.2 Any notice, document or other information served on, or delivered to, an intended recipient under Article 22 (as the case may be) may not be served or delivered in electronic form (other than by fax), or by means of a website.

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

23. Indemnity and Insurance

23.1 Subject to Article 23.3, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

(a) each relevant officer of the Company 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 affairs; and
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 23.1(a) and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

23.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

23.3 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.

23.4 In this Article:

(a) a "relevant officer" means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and

(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 or any pension fund or employees' share scheme of the Company.