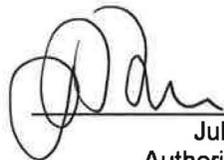

BYE-LAWS
OF
24 Exchange Bermuda Limited

BeesMont Corporate Services Limited HEREBY CERTIFIES that that the within-written Bye-laws are a true copy of the Amended and Restated Bye-laws of 24 Exchange Bermuda Limited, as approved and adopted by the sole Member by way of a unanimous written resolution effective 3 March 2020, in substitution and to the exclusion of the Bye-laws adopted on the 20th day of November, 2019.

For and on behalf of BeesMont Corporate Services Limited
acting in its capacity as secretary



Juliet Evans
Authorised Signatory



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INTERPRETATION

1. DEFINITIONS

1.1 In these Bye-laws, the following words and expressions shall, where not inconsistent with the context, have the following meanings, respectively:

Alternate Director	such person or persons who shall be appointed as an alternate director in accordance with these Bye-laws.
Auditor	includes an individual or partnership.
Board	the board of Directors of the Company appointed or elected pursuant to these Bye-laws or the directors present at a meeting of Directors at which there is a quorum.
Board Composition	for so long as at least 25% percent of the originally issued Preferred Shares remain outstanding, the affirmative vote of a majority of the Series Seed Preferred Shares exclusively and as a separate class. are entitled to elect up to one Series Seed Director, and any additional directors will be elected by the affirmative vote of a majority of the Series Seed Preferred Shares and Common Shares, voting together as a single class on an as-converted basis. For administrative convenience, the initial Series Seed Director may also be appointed by the Board in connection with the approval of the initial issuance of Series Seed Preferred Shares without a separate action by the holders of a majority of Series Seed Preferred Shares.
Bye-laws	these Bye-laws in their present form or as they may be amended from time to time.
Common Share(s)	the ordinary, voting and participating shares of par value US\$0.0001 each in the capital of the Company issuable by the Directors as Common Shares pursuant to these Bye-laws and being subject to the rights and restrictions specified in these Bye-laws with respect to the Common Shares.
Company	24 Exchange Bermuda Limited, incorporated in Bermuda on the 9 th day of January, 2019.
Companies Acts	the Companies Act 1981 as amended from time to time and any other legislation affecting Bermuda companies from time to time.
Control	ownership or control of more than 50% (fifty per cent) of the voting rights or of the issued share capital of a person or the right to appoint and/or remove all or the majority of the members on the board of directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, through contract or otherwise.
Conversion Price	for each series of Preferred Shares means the Original Issue Price for such series of Preferred Shares, which initial Conversion Price, and the rate at which shares of Preferred Shares may be converted into shares of Common Shares, is

	subject to adjustment as provided in these Bye-laws.
Director	such person or persons who shall be elected or appointed from time to time as a director of the Company in accordance with these Bye-laws or the Companies Acts and includes any Alternate Director.
Non-Voting Share(s)	the ordinary, non-voting and participating shares of par value US\$0.0001 each in the capital of the Company issuable by the Directors as Non-Voting Shares pursuant to these Bye-laws and being subject to the rights and restrictions specified in these Bye-laws with respect to the Non-Voting Shares.
Notice	written notice as further provided in these Bye-laws unless otherwise specifically stated.
Officer	any person appointed by the Board to hold an office in the Company.
Original Issue Price	means US\$0.723 per share for the Series Seed Preferred Shares and Series Seed-2 Preferred Shares.
Preferred Shares	means collectively the Series Seed Preferred Shares and Series Seed-2 Preferred Shares, each having all of the rights and restrictions as set out in these Bye-laws.
Register of Beneficial Owners	the register of beneficial owners referred to in these Bye-laws.
Register of Directors and Officers	the register of directors and officers referred to in these Bye-laws.
Register of Shareholders	the register of Shareholders referred to in these Bye-laws.
Registered Office	the registered office of the Company from time to time.
Registrar	the Registrar of Companies appointed in accordance with the Companies Acts or such other person as may be performing his duties under the Companies Acts.
Requisite Holders	the holders of at least a majority of the outstanding Series Seed Preferred Shares (voting as a single class on an as-converted basis).
Resident Representative	any person appointed to act as resident representative and includes any deputy or assistant resident representative.
Seal	the common seal of the Company, if any, and includes and duplicate thereof.
Secretary	the person appointed to perform any or all of the duties of secretary of the Company and includes any deputy or assistant secretary and any person appointed by the Board to perform any of the duties of the Secretary.
Series Seed Director	the person appointed as a Director by the registered

	Shareholders of the Series Seed Preferred Shares.
Series Seed Preferred Shares	the Preferred Shares designated as 'Series Seed Preferred Shares' of par value US\$0.0001 each in the capital of the Company issuable by the Directors as Series Seed Preferred Shares pursuant to these Bye-laws and being subject to the rights and restrictions specified in these Bye-laws with respect to the Series Seed Preferred Shares.
Series Seed-2 Preferred Shares	the Preferred Shares designated as 'Series Seed-2 Preferred Shares' of par value US\$0.0001 each in the capital of the Company issuable by the Directors as Series Seed-2 Preferred Shares pursuant to these Bye-laws and being subject to the rights and restrictions specified in these Bye-laws with respect to the Series Seed-2 Preferred Shares.
Shareholder	the person registered in the Register of Shareholders as a Shareholder of the Company and, when two (2) or more persons are so registered as joint holders of shares, means the person whose name stands first in the Register of Shareholders as one of such joint holders or all of such persons, as the context so requires.
Transfer Requirements	has the meaning set out in Bye-law 14.1.
Treasury Share	a share of the Company that was or is treated as having been acquired and held by the Company and has been held continuously by the Company since it was so acquired and has not been cancelled.

1.2 In these Bye-laws, where not inconsistent with the context:

- (a) words denoting the plural number include the singular number and vice versa;
- (b) words denoting the masculine gender include the feminine and neuter genders;
- (c) words importing persons include any individual, partnership, company, association or body of persons whether corporate or unincorporated;
- (d) the words:
 - (i) "may" shall be construed as permissive;
 - (ii) "shall" shall be construed as imperative;
- (e) unless otherwise provided herein, words or expressions defined in the Companies Acts shall bear the same meaning in these Bye-laws; and
- (f) references to "month" or "quarter" shall be to calendar month or quarter, as the case may be, unless otherwise specified.

1.3 For the purposes of these Bye-laws a company shall be deemed to be present in person if its representative(s) duly authorised pursuant to the Companies Acts is present.

- 1.4 In these Bye-laws expressions referring to writing or its cognates shall, unless the contrary intention appears, include printing, lithography, photography, electronic mail and other modes of representing words in visible form.
- 1.5 References in these Bye-laws to any statute or statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations instruments or other subordinate legislation made under the relevant statute.
- 1.6 Any words or expressions defined in the Companies Acts in force at the date when these Bye-laws or any part thereof are adopted shall bear the same meaning in these Bye-laws or such part (as the case may be).
- 1.7 Headings used in these Bye-laws are for convenience only and are not to be used or relied upon in the construction hereof.
- 1.8 In these Bye-laws, reference to "any other agreement between all Shareholders" is to be construed as any other agreement between all shareholders to which the Company is also a party.

SHARES

2. SHARE CAPITAL

- 2.1 The share capital of the Company, at the date of adoption of these Bye-laws is US\$1,890 divided into 18,900,000 shares of US\$0.0001 each.
- 2.2 The shares of the Company shall be divided into four (4) classes which shall be styled as and composed of:
 - (a) Common Shares, of which there shall be 10,000,000 shares of US\$0.0001 each;
 - (b) Non-Voting Shares, of which there shall be 6,500,000 shares of US\$0.0001 each;
 - (c) Series Seed Preferred Shares, of which there shall be 1,200,000 shares of US\$0.0001 each; and
 - (d) Series Seed-2 Preferred Shares, of which there shall be 1,200,000 shares of US\$0.0001 each.

The shares of each class shall bear such rights as are accorded to them by these Bye-Laws, but shall otherwise rank *pari passu* in all respects.

3. POWER TO ISSUE SHARES

- 3.1 Subject to any other agreement between all the Shareholders and the provisions of these Bye-laws, the unissued shares of the Company (whether forming part of the original capital or any increased capital) shall be at the disposal of the Board which shall have the power to offer, allot, grant options over or otherwise dispose of them on such terms and conditions and with such rights and restrictions as the Board may determine. Subject to the provisions of these Bye-laws and the Companies Acts, the Company may issue shares on terms that they are:
 - (a) to be redeemed on the happening of a specified event or on a given date; and/or
 - (b) liable to be redeemed at the option of the Company; and/or
 - (c) liable to be redeemed at the option of the holder.

The terms and manner of redemption may be determined by the Board.

4. **POWER OF THE COMPANY TO PURCHASE ITS SHARES**

- 4.1 Subject to the provisions of these Bye-laws, the Company may purchase its own shares for cancellation or acquire them as Treasury Shares in accordance with the Companies Acts on such terms as the Board shall think fit.
- 4.2 The Board may exercise all the powers of the Company to purchase or acquire all or any part of its own shares in accordance with the Companies Acts.

5. **RIGHTS ATTACHING TO SHARES**

- 5.1 Subject to any special rights conferred on the holders of any share or class of shares, any share in the Company may be issued with or have attached thereto such preferred, deferred, qualified or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may by resolution determine or, if there has not been any such determination or so far as the same shall not make specific provision, as the Board may determine.
- 5.2 Subject to any other agreement between all the Shareholders to the contrary, or to any resolution of the Shareholders, as required by law or these Bye-laws,, the holders of the Common Shares shall:
- (a) be entitled to one (1) vote per share;
 - (b) be entitled to such dividends as the Board may from time to time declare;
 - (c) in the event of a winding-up or dissolution of the Company, whether voluntary or involuntary or for the purpose of a reorganisation or otherwise or upon any distribution of capital, be entitled to the surplus assets of the Company (after giving effect to the provisions of Bye-law 5.4); and
 - (d) generally be entitled to enjoy all other rights attaching to shares not expressly set out above.

The Company shall not declare or pay any dividend or distribution in respect of the Common Shares without declaring or paying an identical dividend or distribution per share in respect of the Non-Voting Shares. The Company shall not subdivide, combine, reclassify or otherwise effect any change in respect of the Common Shares without effecting an identical change in respect of the Non-Voting Shares (except that the Non-Voting Shares or any security issues in lieu of or in exchange therefor shall not be entitled to any voting rights).

- 5.3 Subject to any other agreement between all the Shareholders to the contrary or as otherwise set out in these Bye-laws, the holders of the Non-Voting Shares shall:
- (a) not be entitled to vote unless expressly set out herein (save where the right to vote is specifically required by the Companies Act and such right cannot be excluded), and subject thereto, one (1) vote per Non-Voting Share;
 - (b) be entitled to such dividends as the Board may from time to time declare;
 - (c) in the event of a winding-up or dissolution of the Company, whether voluntary or involuntary or for the purpose of a reorganisation or otherwise or upon any distribution of capital, be entitled to the surplus assets of the Company (after giving effect to the provisions of Bye-law 5.4); and

- (d) generally be entitled to enjoy all other rights attaching to shares not expressly set out above.

Upon a transfer of any Non-Voting Shares (or Series Seed-2 Preferred Shares that are convertible into Non-Voting Shares) to: (i) a transferee in a widespread public distribution of the voting securities of the Company, (ii) an underwriter for the purpose of conducting a widespread public distribution of the voting securities of the Company, (iii) as part of a bona fide private placement in which no single person would receive 2% or more of any class of voting securities of the Company or (iv) a transferee if such transferee would control more than 50% of the voting securities of the Company notwithstanding any transfer of Non-Voting Shares (or Series Seed-2 Preferred Shares that are convertible into Non-Voting Shares) (each, a "**Dispersion Transaction**"), then automatically and immediately after the consummation of such transfer: (1) such Non-Voting Shares shall convert into an equivalent number of Common Shares (i.e., on a one-to-one basis) and (2) such Series Seed-2 Preferred Shares shall thereafter be convertible into Common Shares instead of Non-Voting Shares. Thereafter, the Company shall take such action as may be reasonably required to reflect any such conversions, transfers or changes, whether on the Register of Shareholders or otherwise, in the Dispersion Transaction.

- 5.4 Subject to any other agreement between all the Shareholders to the contrary or as otherwise set out in these Bye-laws, the holders of the Preferred Shares shall have following rights, powers and privileges, and restrictions, qualifications and limitations:

- (a) In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Company or any Deemed Liquidation Event (as defined below), before any payment shall be made to the holders of Common Shares by reason of their ownership thereof, the holders of shares of Preferred Shares then outstanding must be paid out of the funds and assets available for distribution to its Shareholders, an amount per share equal to the greater of (a) the Original Issue Price for such share of Preferred Shares, plus any dividends declared but unpaid thereon, or (b) such amount per share as would have been payable had all Preferred Shares been converted into Common Shares or Non-Voting Common Shares, as applicable, pursuant to Bye-law 6.1 immediately prior to such liquidation, dissolution or winding up or Deemed Liquidation Event. If upon any such liquidation, dissolution, or winding up or Deemed Liquidation Event of the Company, the funds and assets available for distribution to the Shareholders of the Company are insufficient to pay the holders of Preferred Shares the full amount to which they are entitled under this Bye-law, the holders of Preferred Shares will share rateably in any distribution of the funds and assets available for distribution in proportion to the respective amounts that would otherwise be payable in respect of the shares of Preferred Shares held by them upon such distribution if all amounts payable on or with respect to such Preferred Shares were paid in full.
- (b) Each of the following events is a "**Deemed Liquidation Event**" unless the Requisite Holders elect otherwise by written notice received by the Company at least five (5) days prior to the effective date of any such event:
 - (i) a merger or consolidation in which (i) the Company is a constituent party or (ii) a subsidiary of the Company is a constituent party and the Company issues shares in its share capital pursuant to such merger or consolidation, except any such merger or consolidation involving the Company or a subsidiary in which the shares of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for equity securities that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the equity securities of (1) the surviving or resulting party or (2) if the surviving or resulting party is a wholly owned subsidiary of another party immediately following such merger or

consolidation, the parent of such surviving or resulting party; *provided* that, for the purpose of this Bye-law, all shares of Common Shares and Non-Voting Shares issuable upon exercise of options outstanding immediately prior to such merger or consolidation or upon conversion of convertible securities outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, deemed to be converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of Common Shares and Non-Voting Shares are converted or exchanged subject always to adjustment pursuant to Bye-law 6.6 (and for the purposes of this Bye-law, references to merger or consolidation shall also be deemed to include a reference to a scheme of arrangement or amalgamation of the Company); or

- (ii) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or, if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Company, except where such sale, lease, transfer or other disposition is to the Company or one or more wholly owned subsidiaries of the Company; or
 - (iii) the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the purchaser of those shares (or grantee of that right) and persons acting with him together acquiring Control of the Company, except where (i) following completion of the sale the shareholders and the proportion of shares held by each of them are the same as the shareholders and their shareholdings in the Company immediately prior to the sale or (ii) there is a bona fide equity fundraising by the Company where the average purchase price per share in such transaction is greater than the Original Issue Price (as the same would be equitably adjusted for share splits, combinations or other similar transactions after the date of initial issuance of the Preferred Shares).
 - (c) The funds and assets deemed paid or distributed to the holders of shares of the Company upon any such merger, consolidation, sale, transfer or other disposition described in this Bye-law 5.4 will be the cash or the value of the property, rights or securities paid or distributed to such holders by the Company or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in good faith by the Board.
- 5.5 The Board may in connection with the issue of any valid issuance of shares and subject to any other agreement between all the Shareholders, exercise all powers of paying commission and brokerage permitted or conferred by law.
- 5.6 All the rights attaching to a Treasury Share shall be suspended and shall not be exercised by the Company while it holds such Treasury Share. Without limiting the generality of the foregoing, if the Company holds Treasury Shares, the Company shall not have any right to attend and vote at a general meeting or sign written resolutions and any purported exercise of such a right is void. Except where required by the Companies Acts, all Treasury Shares shall be excluded from the calculation of any percentage or fraction of the share capital, or shares, of the Company.

- 5.7 Any of the rights, powers, privileges and other terms of the Preferred Shares set forth herein may be waived prospectively or retrospectively on behalf of all holders of Preferred Shares by the affirmative written consent or vote of the Requisite Holders.
- 5.8 Subject to any other agreement between all the Shareholders to the contrary or as otherwise set out in these Bye-laws, the holders of the Series Seed Preferred Shares shall:
- (a) be entitled to one (1) vote per each Common Share into which such Series Seed Preferred Shares are then convertible;
 - (b) be entitled to such dividends as the Board may from time to time declare and shall participate on an as-converted basis on any dividends declared on respect of the Common Shares;
 - (c) be redeemable (in accordance with the Companies Act) only as or to the extent now or hereafter provided herein; and
 - (d) generally be entitled to enjoy all of the other rights attaching to shares not expressly set out above.
- 5.9 Subject to any other agreement between all the Shareholders to the contrary or as otherwise set out in these Bye-laws, the holders of the Series Seed-2 Preferred Shares shall:
- (a) not be entitled to vote unless expressly set out herein (save where the right to vote is specifically required by the Companies Act and such right cannot be excluded), and subject thereto, one (1) vote per each Non-Voting Share into which such Series Seed-2 Preferred Shares are then convertible;
 - (b) be entitled to such dividends as the Board may from time to time declare and shall participate on an as-converted basis on any dividends declared on respect of the Non-Voting Shares;
 - (c) be redeemable (in accordance with the Companies Act) only as or to the extent now or hereafter provided herein; and
 - (d) generally be entitled to enjoy all of the other rights attaching to shares not expressly set out above.

6. **CONVERSION.**

- 6.1 For purposes of this Bye-law 6, references to "Common Shares" shall be deemed to include references to "Non-Voting Shares" with respect to any Series Seed-2 Preferred Shares prior to their conversion or when converted and nothing in this Bye-law 6 shall be deemed to confer voting rights on the Series Seed-2 Preferred Shares above those expressly set out in these Bye-laws.
- 6.2 Each Series Seed Preferred Share is convertible, at the option of the holder thereof, at any time, and without the payment of additional consideration by the holder thereof, into such number of fully paid Common Shares as is determined by dividing the Original Issue Price for the series of Preferred Shares by the Conversion Price for that series of Preferred Shares in effect at the time of conversion. Each Series Seed-2 Preferred Share is convertible, at the option of the holder thereof, at any time, and without the payment of additional consideration by the holder thereof, into such number of fully paid Non-Voting Shares as is determined by dividing the Original Issue Price for the series of Preferred Shares by the Conversion Price for that series of Preferred Shares in effect at the time of conversion.

- 6.3 On receipt of a proper notice of conversion by any holder of Preferred Shares, the Secretary shall notify the Board, which shall promptly acknowledge and approve the conversion. Following such approval, the Secretary is authorised to do all other things and take all other steps as may be desirable or necessary in connection with the conversion and updating of the Register of Shareholders to reflect the amendments to the share class holding as applicable. The notice of conversion may set forth any event on which the conversion is contingent (a "**Contingency Event**"). The conversion notice must state the Shareholder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Shares or Non-Voting Shares, as applicable, to be issued. The close of business on the date of updating the Register of Shareholders as aforesaid (or, if later, the date on which all Contingency Events have occurred) will be the time of conversion (the "**Conversion Time**"), and the Common Shares or Non-Voting Shares, as applicable, issuable upon such conversion shall be deemed to be outstanding on record as of such time. The Company shall, as soon as practicable after the Conversion Time, (a) issue and deliver to the Shareholder, or to the holder's nominees, evidence of the applicable change to the Register of Shareholders.
- 6.4 For the purpose of effecting the conversion of the Preferred Shares, the Company shall at all times while any Preferred Share is outstanding, reserve and keep available out of its authorised but unissued share capital, that number of its duly authorised Common Shares or Non-Voting Shares, as applicable, as may from time to time be sufficient to effect the conversion of all outstanding Preferred Shares; and if at any time the number of authorised but unissued Common Shares or Non-Voting Shares, as applicable, shall not be sufficient to effect the conversion of all then-outstanding Preferred Shares, the Company shall use its best efforts to cause such corporate action to be taken as may be necessary to increase its authorised but unissued Common Shares or Non-Voting Shares, as applicable, to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite Shareholder approval of any necessary amendment to these Bye-laws. Before taking any action that would cause an adjustment reducing the Conversion Price of a series of Preferred Shares below the then-par value of the shares of Common Shares or Non-Voting Shares, as applicable, issuable upon conversion of such series of Preferred Shares, the Company shall take any corporate action that may be necessary so that the Company may validly and legally issue fully paid Common Shares or Non-Voting Shares, as applicable, at such adjusted Conversion Price.
- 6.5 All Preferred Shares that shall have been surrendered for conversion as provided in these Bye-laws shall no longer be deemed to be outstanding and all rights with respect to such shares will immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive Common Shares or Non-Voting Shares, as applicable, in exchange therefor, and to receive payment of any dividends declared but unpaid thereon. Any Preferred Shares so converted shall be retired and cancelled and may not be reissued.
- 6.6 Upon any conversion of Preferred Shares, no adjustment to the Conversion Price of the applicable series of Preferred Shares will be made with respect to the converted shares for any declared but unpaid dividends on such series of Preferred Shares or on the Common Shares or Non-Voting Shares, as applicable, delivered upon conversion.
- 6.7 The Conversion Price of the applicable series of Preferred Shares will be subject to adjustment as follows:
- (a) If the Company at any time or from time to time after the date on which the first share of a series of Preferred Shares is issued by the Company (such date referred to herein as the "**Original Issue Date**" for such series of Preferred Shares) effects a subdivision of the outstanding Common Shares or Non-Voting Shares, as applicable, the Conversion Price for each series of Preferred Shares in effect immediately before that subdivision shall be proportionately decreased so that the number of Common Shares or Non-Voting Shares, as applicable, issuable on conversion of each share of that series will be increased in proportion to the increase in the aggregate number of Common Shares or Non-Voting Shares, as

applicable, outstanding. If the Company at any time or from time to time after the Original Issue Date for a series of Preferred Shares combines the outstanding Common Shares or Non-Voting Shares, as applicable, the Conversion Price for each series of Preferred Shares in effect immediately before the combination will be proportionately increased so that the number of Common Shares or Non-Voting Shares, as applicable, issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of Common Shares or Non-Voting Shares, as applicable, outstanding. Any adjustment under this Bye-law becomes effective at the close of business on the date the subdivision or combination becomes effective.

- (b) If the Company at any time or from time to time after the Original Issue Date for a series of Preferred Shares makes or issues, or fixes a record date for the determination of holders of Common Shares or Non-Voting Shares, as applicable, entitled to receive, a dividend or other distribution payable on the Common Shares or Non-Voting Shares, as applicable, in additional shares of Common Shares or Non-Voting Shares, as applicable, then and in each such event the Conversion Price for such series of Preferred Shares in effect immediately before the event will be decreased as of the time of such issuance or, in the event a record date has been fixed, as of the close of business on such record date, by multiplying such Conversion Price then in effect by a fraction:
- (i) the numerator of which is the total number of Common Shares or Non-Voting Shares, as applicable, issued and outstanding immediately prior to the time of the issuance or the close of business on the record date, and
 - (ii) the denominator of which is the total number of Common Shares or Non-Voting Shares, as applicable, issued and outstanding immediately before the time of such issuance or the close of business on the record date plus the number of Common Shares or Non-Voting Shares, as applicable, issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (1) if such record date has have been fixed and the dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, such Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter such Conversion Price shall be adjusted pursuant to this Bye-law as of the time of actual payment of such dividends or distributions; and (2) no such adjustment shall be made if the holders of such series of Preferred Shares simultaneously receive a dividend or other distribution of Common Shares or Non-Voting Shares, as applicable, in a number equal to the number of Common Shares or Non-Voting Shares, as applicable, that they would have received if all outstanding shares of such series of Preferred Shares had been converted into Common Shares or Non-Voting Shares, as applicable, on the date of the event.

- (c) If the Company at any time or from time to time after the Original Issue Date for a series of Preferred Shares shall make or issue, or fixes a record date for the determination of holders of Common Shares or Non-Voting Shares, as applicable, entitled to receive, a dividend or other distribution payable in securities of the Company (other than a distribution of Common Shares or Non-Voting Shares, as applicable, in respect of outstanding Common Shares or Non-Voting Shares, as applicable), then and in each such event the Company shall make, simultaneously with the distribution to the holders of Common Shares or Non-Voting Shares, as applicable, a dividend or other distribution to the holders of the series of Preferred Shares in an amount equal to the amount of securities as the holders would have received if all outstanding shares of such series of Preferred Shares had been

converted into Common Shares or Non-Voting Shares, as applicable, on the date of such event.

- (d) If at any time or from time to time after the Original Issue Date for a series of Preferred Shares the Common Shares or Non-Voting Shares, as applicable, issuable upon the conversion of such series of Preferred Shares is changed into the same or a different number of shares of any class or classes of shares of the Company, whether by recapitalization, reclassification, or otherwise (other than by a share split or combination, dividend, distribution, merger or consolidation covered by Bye-laws 6.6(a)-(c) or Bye-law 5.4(b) regarding a Deemed Liquidation Event), then in any such event each holder of such series of Preferred Shares may thereafter convert such shares into the kind and amount of shares and other securities and property receivable upon such recapitalization, reclassification or other change by holders of the number of Common Shares or Non-Voting Shares, as applicable, into which such Preferred Shares could have been converted immediately prior to such recapitalization, reclassification or change.
- (e) Subject to the provisions of Bye-law 5.4(b), if any consolidation or merger occurs involving the Company in which the Common Shares or Non-Voting Shares, as applicable (but not a series of Preferred Shares) is converted into or exchanged for securities, cash, or other property (other than a transaction covered by Bye-laws 6.6(a)-(d)), then, following any such consolidation or merger, the Company shall provide that each share of such series of Preferred Shares will thereafter be convertible, in lieu of the Common Shares or Non-Voting Shares, as applicable, into which it was convertible prior to the event, into the kind and amount of securities, cash, or other property which a holder of the number of Common Shares or Non-Voting Shares, as applicable, of the Company issuable upon conversion of one share of such series of Preferred Shares immediately prior to the consolidation or merger would have been entitled to receive pursuant to the transaction; and, in such case, the Company shall make appropriate adjustment (as determined in good faith by the Board) in the application of the provisions in this Bye-law 6.7 with respect to the rights and interests thereafter of the holders of such series of Preferred Shares, to the end that the provisions set forth in this Bye-law 6.6 (including provisions with respect to changes in and other adjustments of the Conversion Price of such series of Preferred Shares) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of such series of Preferred Shares.
- (f) Upon the occurrence of each adjustment or readjustment of the Conversion Price of a series of Preferred Shares pursuant to this Bye-law 6.7, the Company at its expense shall, as promptly as reasonably practicable but in any event not later than 15 days thereafter, compute such adjustment or readjustment in accordance with the terms of these Bye-laws and furnish to each holder of such series of Preferred Shares a certificate setting forth the adjustment or readjustment (including the kind and amount of securities, cash, or other property into which such series of Preferred Shares is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, as promptly as reasonably practicable after the written request at any time of any holder of any series of Preferred Shares (but in any event not later than 10 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (a) the Conversion Price of such series of Preferred Shares then in effect and (b) the number of Common Shares or Non-Voting Shares, as applicable, and the amount, if any, of other securities, cash, or property which then would be received upon the conversion of such series of Preferred Shares.

- 6.8 Upon either (a) the closing of the sale of Common Shares to the public in a firm-commitment underwritten public offering or (b) the date and time, or the occurrence of an event, specified by

vote or written consent of the Requisite Holders at the time of such vote or consent, voting as a single class on an as-converted basis (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent, the "**Mandatory Conversion Time**"), (i) all outstanding Preferred Shares will automatically convert into Common Shares (or Non-Voting Shares, as applicable), at the applicable ratio described in Bye-law 6.1 as the same may be adjusted from time to time in accordance with Bye-law 6.6 and (ii) such shares may not be reissued by the Company.

The Company shall notify in writing all registered Shareholders of Preferred Shares of the Mandatory Conversion Time and the place designated for mandatory conversion of all such Preferred Shares pursuant to Bye-law 6.7. Unless otherwise provided in these Bye-laws, the notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of the notice, each Shareholder of Preferred Shares shall surrender such holder's certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Company to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, theft or destruction of such certificate) to the Company at the place designated in such notice, and shall thereafter receive certificates for the number of Common Shares or Non-Voting Shares, as applicable, to which such holder is entitled pursuant to this Bye-law 6. If so required by the Company, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form reasonably satisfactory to the Company, duly executed by the registered Shareholder or such holder's attorney duly authorised in writing. All rights with respect to the Preferred Shares converted pursuant to Bye-law 6.8, including the rights, if any, to receive notices and vote (other than as a Shareholder of Common Shares or Non-Voting Shares), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence hereof. As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Preferred Shares, the Company shall issue and deliver to such holder, or to such holder's nominee(s), a certificate or certificates for the number of full Common Shares or Non-Voting Shares, as applicable, issuable on such conversion in accordance with the provisions hereof, and the payment of any declared but unpaid dividends on the Preferred Shares converted. Such converted Preferred Shares shall be retired and cancelled and may not be reissued as shares of such series, and the Company may thereafter take such appropriate action (without the need for Shareholder action) as may be necessary to reduce the authorised number of shares of Preferred Shares (and the applicable series thereof) accordingly.

7. LIEN

- 7.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys, whether presently payable or not, called or payable, at a date fixed by or in accordance with the terms of issue of such share in respect of such share, and the Company shall also have a first and paramount lien on every share standing registered in the name of a Shareholder, whether singly or jointly with any other person, for all the debts and liabilities of such Shareholder or his estate to the Company, whether the same shall have been incurred before or after notice to the Company of any interest of any person other than such Shareholder, and whether the time for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such Shareholder or his estate and any other person, whether a Shareholder or not. The Company's lien on a share shall extend to all dividends payable thereon. The Board may at any time, either generally or in any particular case, waive any lien that has arisen or declare any share to be wholly or in part exempt from the provisions of this Bye-law.
- 7.2 The Company (subject to compliance with Bye-law 14) may sell, in such manner as the Board may think fit, any share on which the Company has a lien provided that no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of

fourteen (14) days after a notice in writing has been served on the holder for the time being of the share, stating and demanding payment of the sum presently payable and giving notice of the intention to sell in default of such payment.

- 7.3 The net proceeds of sale by the Company of any shares on which it has a lien shall be applied in or towards payment or discharge of the debt or liability in respect of which the lien exists so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale) be paid to the holder of the share immediately before such sale. For giving effect to any such sale the Board may authorise some person to transfer the share sold to the purchaser thereof. The purchaser shall be registered as the holder of the share and he shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the sale.

8. CALLS ON SHARES

- 8.1 The Board may make such calls as it thinks fit upon the Shareholders in respect of any moneys (whether in respect of nominal value or premium) unpaid on the shares allotted to or held by such Shareholders and each Shareholder shall (subject to the Company serving upon him at least fourteen (14) days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Board may determine.
- 8.2 If a call is not paid on or before the day appointed for payment thereof, the Shareholder may at the discretion of the Board be liable to pay the Company interest on the amount of such call at such rate as the Board may determine, from the date when such call was payable up to the actual date of payment.
- 8.3 The Board may differentiate between the holders as to the amount of calls to be paid and the times of payment of such calls.
- 8.4 The joint holders of a share shall be jointly and severally liable to pay all calls and any interest, costs and expenses in respect thereof.
- 8.5 The Company may accept from any Shareholder the whole or a part of the amount remaining unpaid on any shares held by him, although no part of that amount has been called up.

9. FORFEITURE OF SHARES

- 9.1 If any Shareholder fails to pay, on the day appointed for payment thereof, any call in respect of any share allotted to or held by such Shareholder, the Board may, at any time thereafter during such time as the call remains unpaid, direct the Secretary to forward such Shareholder a notice in writing in the form set out in Appendix I, or as near thereto as circumstances admit, or in such other form as the Board may accept.
- 9.2 If the requirements of such notice are not complied with, any such share may at any time thereafter before the payment of such call and the interest due in respect thereof be forfeited by a resolution of the Board to that effect, and such share shall thereupon become the property of the Company and may be disposed of as the Board shall determine. Without limiting the generality of the foregoing, the disposal may take place by sale, repurchase, redemption or any other method of disposal permitted by and consistent with these Bye-laws and the Companies Acts.
- 9.3 A Shareholder whose share or shares have been so forfeited shall, notwithstanding such forfeiture, be liable to pay to the Company all calls owing on such share or shares at the time of the forfeiture, together with all interest due thereon and any costs and expenses incurred by the Company in connection therewith. Such forfeiture shall include any dividend that is declared in respect of the forfeited shares, but not actually paid before the forfeiture, provided that the Board may, without being under any obligation to do so, resolve to apply the amount of the unpaid

dividend against the amount of the call, interest, costs and expenses owing in relation to the forfeited shares.

- 9.4 The Board may accept the surrender of any shares which it is in a position to forfeit on such terms and conditions as may be agreed. Subject to those terms and conditions, a surrendered share shall be treated as if it had been forfeited.

10. SHARE CERTIFICATES

- 10.1 Every Shareholder shall be entitled to a certificate under the Seal or bearing the signature (or a facsimile thereof) of a Director or the Secretary or a person expressly authorised to sign specifying the number and, where appropriate, the class of shares held by such Shareholder and whether the same are fully paid up and, if not, specifying the amount paid on such shares. The Board may by resolution determine, either generally or in a particular case, that any or all signatures on certificates may be printed thereon or affixed by mechanical means.
- 10.2 The Company shall be under no obligation to complete and deliver a share certificate unless specifically called upon to do so by the person to whom the shares have been allotted.
- 10.3 If any share certificate shall be proved to the satisfaction of the Board to have been worn out, lost, mislaid, or destroyed the Board may cause a new certificate to be issued and request an indemnity for the lost certificate if it sees fit.

11. FRACTIONAL SHARES

- 11.1 The Company may issue its shares in fractional denominations and deal with such fractions to the same extent as its whole shares and shares in fractional denominations shall have in proportion to the respective fractions represented thereby all of the rights of whole shares including (but without limiting the generality of the foregoing) the right to vote, to receive dividends and distributions and to participate in a winding-up.

REGISTRATION OF SHARES

12. REGISTERS OF SHAREHOLDERS AND BENEFICIAL OWNERS

- 12.1 The Board shall cause to be kept in one or more books a Register of Shareholders and a Register of Beneficial Owners and shall enter therein the particulars required by the Companies Acts.
- 12.2 The Register of Shareholders shall be open to inspection without charge at the Registered Office of the Company on every business day, subject to such reasonable restrictions as the Board may impose, so that not less than two (2) hours in each business day be allowed for inspection. The Register of Shareholders may, after notice has been given in accordance with the Companies Acts, be closed for any time or times not exceeding in the whole thirty (30) days in each year.

13. REGISTERED HOLDER ABSOLUTE OWNER

The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not be bound to recognise any equitable claim or other claim to, or interest in, such share on the part of any other person.

14. TRANSFER OF REGISTERED SHARES

- 14.1 Subject to the Companies Acts, an instrument of transfer shall be in writing in the form set out in Appendix II, or as near thereto as circumstances admit, or in such other form as the Board may accept. The transferor shall make reasonable efforts for its proposed transferee to comply with

the procedure set out in Appendix V, including any such amendments as may be reasonably required by the Company Secretary to comply with applicable law and/or the directions of the Bermuda Monetary Authority (the "Transfer Requirements").

- 14.2 Such instrument of transfer shall be signed by or on behalf of the transferor and where a share is not fully paid the transferee. The transferor shall be deemed to remain the holder of such share until the same has been registered as having been transferred to the transferee in the Register of Shareholders.
- 14.3 The joint holders of any share may transfer such share to one or more of such joint holders, and the surviving holder or holders of any share previously held by them jointly with a deceased Shareholder may transfer any such share to the executors or administrators of such deceased Shareholder.
- 14.4 The Board has no discretion to refuse to register the transfer of a share unless such transfer (i) does not satisfy the Transfer Requirements; (ii) would contravene any applicable laws or regulations (including any Bermuda laws governing permitted shareholders in a Bermuda company); (iii) would be contrary to these Bye-laws, or (iv) would violate any other agreement between all the Shareholders.
- 14.5 The Board may also refuse to register a transfer:-
- (a) unless the instrument of transfer is duly stamped and lodged with the Company accompanied by the certificate in respect of the shares to which it relates and by such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;
 - (b) unless the instrument of transfer is in respect of only one class of share (and for the avoidance of doubt a Shareholder may transfer more than one class or shares pursuant to separate instruments of transfer);
 - (c) unless applicable consents, authorisations and permissions of any governmental body or agency in Bermuda (if applicable) have been obtained; or
 - (d) if any transfer is proposed to be made to any person under the age of 18, bankrupt or person of unsound mind.
- 14.6 If the Board refuses to register a transfer of any share the Secretary shall, as promptly as reasonably possible (and in any case as required by the Companies Acts), send to the transferor and transferee notice of the refusal.
- 14.7 No fee shall be charged by the Company for registering any transfer, probate, letters of administration, certificate of death or marriage, power of attorney, distringas or stop notice, order of court or other instrument relating to or affecting the title to any share, or otherwise making an entry in the Register relating to any share.
- 14.8 Notwithstanding anything contained in these Bye-laws, the Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer is executed by any bank or other person to whom such shares have been charged by way of security, or by any nominee or agent of such bank or person, and whether the transfer is effected for the purpose of perfecting any mortgage or charge of such shares or pursuant to the sale of such shares under such mortgage or charge, and a certificate signed by any officer of such bank or by such person that such shares were so mortgaged or charged and the transfer was so executed shall be conclusive evidence of such facts.
15. **TRANSMISSION OF REGISTERED SHARES**

- 15.1 In the case of the death of a Shareholder, the survivor or survivors where the deceased Shareholder was a joint holder, and the legal personal representatives of the deceased Shareholder where the deceased Shareholder was a sole holder, shall be the only persons recognised by the Company as having any title to the deceased Shareholder's interest in the shares. Nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by such deceased Shareholder with other persons. Subject to the Companies Acts, for the purpose of this Bye-law, legal personal representative means the executor or administrator of a deceased Shareholder or such other person as the Board may, in its absolute discretion, decide as being properly authorised to deal with the shares of a deceased Shareholder.
- 15.2 Any person becoming entitled to a share in consequence of the death or bankruptcy of any Shareholder may be registered as a Shareholder upon such evidence as the Board may deem sufficient or may elect to nominate some person to be registered as a transferee of such share, and in such case the person becoming entitled shall execute in favour of such nominee an instrument of transfer in writing in the form set out in Appendix III, or as near thereto as circumstances admit, or in such other form as the Board may accept. On the presentation of the foregoing materials to the Board, accompanied by such evidence as the Board may require to prove the title of the transferor, the transferee shall be registered as a Shareholder. Notwithstanding the foregoing, the Board shall, in any case, have the same right to decline or suspend registration as it would have had in the case of a transfer of the share by that Shareholder before such Shareholder's death or bankruptcy, as the case may be.
- 15.3 Where two or more persons are registered as joint holders of a share or shares, then in the event of the death of any joint holder or holders the remaining joint holder or holders shall be absolutely entitled to such share or shares and the Company shall recognise no claim in respect of the estate of any joint holder except in the case of the last survivor of such joint holders.

16. UNTRACEABLE SHAREHOLDERS

- 16.1 The Company shall be entitled to sell at the best price reasonably obtainable at the time of sale of the Shares of a Shareholder or the Shares to which a person is entitled by virtue of the transmission on death or bankruptcy etc. provided that:-
- (a) during a period of seven (7) years no dividend in respect of such Shares has been claimed and all share certificates for Shares issued under a capitalisation issue have been returned to the Company unclaimed provided that at least two (2) payments of dividends and/or capitalisation issues have taken place in relation to the shares in question during such seven (7) year period;
 - (b) on expiry of the said period of seven (7) years the Company shall have published an advertisement in an Appointed Newspaper and also in a newspaper circulating in the area in which the last known address of the Shareholder or the address at which service of notice upon such Shareholder or other person may be effected in accordance with these Bye-laws, giving notice of its intention to sell the said Shares; and
 - (c) during the said period of seven (7) years and the period of three (3) months following the publication of the said advertisement the Company shall have received indication neither of the whereabouts nor of the existence of such Shareholder or person.
- 16.2 To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of the said Shares and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to such shares and the title of the transferee shall not be affected by any irregularity. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former Shareholder or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the

name of such former Shareholder or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments as the Directors may from time to time think fit.

ALTERATION OF SHARE CAPITAL

17. POWER TO ALTER CAPITAL

- 17.1 The Company may if authorised by resolution of the Shareholders (and subject to any other restrictions set out in these Bye-laws):
- (a) increase its authorised share capital by such amount to be divided into shares of such par value as the resolution of the Shareholders shall prescribe;
 - (b) divide its shares into several classes and attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions;
 - (c) consolidate and divide all or any of its share capital into shares of larger par value than its existing shares;
 - (d) sub-divide its shares or any of them into shares of smaller par value than is fixed by its Memorandum, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;
 - (e) make provision for the issue and allotment of shares which do not carry any voting rights;
 - (f) cancel shares which, at the date of the passing of the resolution in that behalf, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled;
 - (g) change the currency denomination of its share capital; and
 - (h) subject to the Companies Acts, reduce its issued share capital, capital redemption reserve fund, share premium or contributed surplus account in any manner.
- 17.2 Where, on any alteration or reduction of share capital, fractions of shares or some other difficulty would arise, the Board may deal with or resolve the same in such manner as it thinks fit.
- 17.3 Subject to the Companies Acts or these Bye-Laws, at any time when at least 25% of the originally issued Preferred Shares remain outstanding, the Company shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or these Bye-laws) the written consent or affirmative vote of the Requisite Holders, given in writing or by vote at a meeting, consenting, or voting (as the case may be) separately as a single class:
- (a) alter the rights, powers or privileges of the Preferred Shares set forth in these Bye-laws in a way that adversely affects the Preferred Shares;
 - (b) increase or decrease the authorised number of shares of any class or series of its share capital;

- (c) authorise or create (by reclassification or otherwise) any new class or series of shares having rights, powers, or privileges set forth in the Memorandum of Association of the Company or these Bye-laws, as then in effect, that are senior to or on a parity with any series of Preferred Shares;
- (d) redeem or repurchase any Common Shares or Preferred Shares (other than pursuant to employee or consultant agreements giving the Company the right to repurchase shares upon the termination of services pursuant to the terms of the applicable agreement);
- (e) declare or pay any dividend or otherwise make a distribution to holders of Preferred Shares or Common Shares;
- (f) increase or decrease the number of directors of the Company if such reduction would have adverse consequences under the U.S. Bank Holding Company Act for any Shareholder; or
- (g) liquidate, dissolve, or wind-up the business and affairs of the Company or any of its subsidiaries (if such subsidiary is material to the Company's business or operations), effect any Deemed Liquidation Event, or consent, agree or commit to do any of the foregoing without conditioning such consent, agreement or commitment upon obtaining the approval required by this Bye-law 17.3.

18. VARIATION OF RIGHTS ATTACHING TO SHARES

- 18.1 If, at any time, the share capital is divided into different classes of shares, and subject to the Companies Acts, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may not, regardless of whether or not the Company is being wound-up, be significantly and adversely varied with the consent in writing of the holders of a majority of the issued shares of that class (which majority, in the case of the Series Seed Preferred Shares, must include Standard Chartered UK Holdings Limited).
- 18.2 Subject to the Companies Acts or these Bye-Laws, at any time when at least 25% of the initially issued Preferred Shares remain outstanding, the Company shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, authorise or create (by reclassification or otherwise) any new class or series of shares having rights, powers, or privileges set forth in the Memorandum of Association of the Company or these Bye-laws, as then in effect, that are senior to any series of Preferred Shares without (in addition to any other vote required by law or these Bye-laws) the written consent or affirmative vote of a majority of the outstanding Series Seed-2 Preferred Shares (voting as a single class on an as-converted basis).

DIVIDENDS AND CAPITALISATION

19. DIVIDENDS

- 19.1 The Board may, subject to these Bye-laws and in accordance with the Companies Acts and any other agreement between all the Shareholders, declare a dividend to be paid to the Shareholders, in proportion to the number of shares held by them, and such dividend may be paid in cash or wholly or partly in specie in which case the Board may fix the value for distribution in specie of any assets. No unpaid dividend shall bear interest as against the Company.
- 19.2 The Board shall declare all dividends *pro rata* on the Common Shares, the Non-Voting Shares and the Preferred Shares on a *pari passu* basis according to the number of Common Shares (and/or Non-Voting Shares, as applicable) held by their respective Shareholders. For this purpose each holder of Preferred Shares will be treated as holding the greatest whole number of

Common Shares (and/or Non-Voting Shares, as applicable) then issuable upon conversion of all Preferred Shares held by such Shareholder pursuant to Bye-law 6.

- 19.3 The Board may fix any date as the record date for determining the Shareholders entitled to receive any dividend.
- 19.4 The Company may pay dividends in proportion to the amount paid up on each share where a larger amount is paid up on some shares than on others.
- 19.5 The Board may declare and make such other distributions (in cash or in specie) to the Shareholders as may be lawfully made out of the assets of the Company. No unpaid distribution shall bear interest as against the Company.
- 19.6 All unclaimed dividends may be invested or otherwise made use of by the Directors for the benefit of the Company as they shall think fit, until the same is claimed and so that the Company shall not thereby be constituted as a trustee in respect thereof. Any dividend unclaimed after a period of seven (7) years from the date for payment of such dividend shall automatically be forfeited and revert to the Company.
- 19.7 If either:
- (a) a payment for a dividend or other sum payable in respect of a share sent by the Company to the person entitled to it in accordance with these Bye-laws is left uncashed or is returned to the Company and, after reasonable enquiries, the Company is unable to establish any new address or, with respect to a payment to be made by a funds transfer system, a new account, for that person; or
 - (b) such a payment is left uncashed or returned to the Company on two (2) consecutive occasions,

then the Company shall not be obliged to send any dividends or other sums payable in respect of that share to that person until he notifies the Company of an address or, where the payment is to be made by a funds transfer system, details of the account, to be used for the purpose.

20. POWER TO SET ASIDE PROFITS

- 20.1 The Board may, before declaring a dividend, set aside out of the surplus or profits of the Company, such amount as it thinks proper as a reserve to be used to meet contingencies or for equalising dividends or for any other purpose.

21. METHOD OF PAYMENT

- 21.1 Any dividend, interest, or other moneys payable in cash in respect of the shares may be paid by cheque or draft sent through the post directed to the Shareholder at such Shareholder's address in the Register of Shareholders, or to such person and to such address as the holder may in writing direct.
- 21.2 In the case of joint holders of shares, any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or draft sent through the post directed to the address of the holder first named in the Register of Shareholders, or to such person and to such address as the joint holders may in writing direct. If two or more persons are registered as joint holders of any shares any one can give an effectual receipt for any dividend paid in respect of such shares.
- 21.3 The Board may deduct from the dividends or distributions payable to any Shareholder all moneys due from such Shareholder to the Company on account of calls or otherwise.

22. CAPITALISATION

- 22.1 The Board may capitalise any amount for the time being standing to the credit of any of the Company's share premium or other reserve accounts or to the credit of the profit and loss account or otherwise available for distribution by applying such amount in paying up unissued shares to be allotted as fully paid bonus shares pro rata to the Shareholders.
- 22.2 The Board may capitalise any amount for the time being standing to the credit of a reserve account or amounts otherwise available for dividend or distribution by applying such amounts in paying up in full, partly or nil paid shares of those Shareholders who would have been entitled to such amounts if they were distributed by way of dividend or distribution.

MEETINGS OF SHAREHOLDERS**23. ANNUAL GENERAL MEETINGS**

- 23.1 Subject to Bye-law 23.2 below, the Board shall convene and the Company shall hold general meetings as annual general meetings in accordance with the requirements of the Companies Acts at such times and places as the Board shall appoint.
- 23.2 The Company may, by resolution of the Company in general meeting, elect to dispense with the holding of annual general meetings (i) for the year in which it is made and any subsequent year or years (ii) for a specified number of years, or (iii) indefinitely and such election shall be subject to the provisions of the Companies Acts.

24. SPECIAL GENERAL MEETINGS

- 24.1 The Board may, whenever it thinks fit, and shall, when required by the Companies Acts, convene general meetings other than annual general meetings which shall be called special general meetings.

25. REQUISITIONED GENERAL MEETINGS

- 25.1 The Board shall, on the requisition of Shareholders holding at the date of the deposit of the requisition not less than one-tenth (1/10) of such of the paid-up share capital of the Company as at the date of the deposit carries the right to vote at general meetings, forthwith proceed to convene a special general meeting and the provisions of the Companies Acts shall apply.

26. NOTICE OF GENERAL MEETINGS

- 26.1 At least five (5) days' notice of an annual general meeting and at least five (5) days' notice of a special general meeting shall be given to each Shareholder entitled to attend and vote thereat. The notice shall be exclusive of the day on which is served and the day for which it is given and state the date, place and time at which the meeting is to be held and in the case of a special general meeting, the general nature of the other business to be conducted at the meeting.
- 26.2 The Board may fix any date as the record date for determining the Shareholders entitled to receive notice of and to vote at any general meeting.
- 26.3 A general meeting shall, notwithstanding that it is called on shorter notice than that specified in these Bye-laws, be deemed to have been properly called if it is so agreed by (i) all the Shareholders entitled to attend and vote thereat in the case of an annual general meeting; and (ii) by a majority in number of the Shareholders having the right to attend and vote at the meeting, being a majority together holding not less than ninety-five per cent (95%) in nominal value of the shares giving a right to attend and vote thereat in the case of a special general meeting.

- 26.4 The accidental omission to give notice of a general meeting to, or the non-receipt of a notice of a general meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

27. GIVING NOTICE AND ACCESS

- 27.1 A notice may be given by the Company to a Shareholder:
- (a) by delivering it to such Shareholder in person; or
 - (b) by sending it by letter mail or courier to such Shareholder's address in the Register of Shareholders; or
 - (c) by transmitting it by electronic means (including electronic mail, but not telephone or facsimile) in accordance with such directions as may be given by such Shareholder to the Company for such purpose; or
 - (d) in accordance with Bye-law 27.4.
- 27.2 Any notice required to be given to a Shareholder shall with respect to any shares held jointly by two or more persons, be given to whichever of such persons is named first in the Register of Shareholders and notice so given shall be sufficient notice to all the holders of such shares.
- 27.3 Any notice (save for one delivered in accordance with Bye-law 27.4) shall be deemed to have been served at the time when the same would be delivered in the ordinary course of transmission and, in proving such service, it shall be sufficient to prove that the notice was properly addressed and prepaid, if posted, and the time when it was posted, delivered to the courier, or transmitted by electronic means.
- 27.4 Where a Shareholder indicates his consent (in a form and manner satisfactory to the Board), to receive information or documents by accessing them on a website rather than by other means, or receipt in this manner is otherwise permitted by the Companies Acts, the Board may deliver such information or documents by notifying the Shareholder of their availability and including therein the address of the website, the place on the website where the information or document may be found, and instructions as to how the information or document may be accessed on the website.
- 27.5 In the case of information or documents delivered in accordance with Bye-law 27.4, service shall be deemed to have occurred when (i) the Shareholder is notified in accordance with that Bye-law; and (ii) the information or document is published on the website.

28. POSTPONEMENT OF GENERAL MEETING

- 28.1 The Secretary may postpone any general meeting called in accordance with these Bye-laws (other than a meeting requisitioned under these Bye-laws) provided that notice of postponement is given to the Shareholders before the time for such meeting. Fresh notice of the date, time and place for the postponed meeting shall be given to each Shareholder in accordance with these Bye-laws.

29. ELECTRONIC PARTICIPATION IN MEETINGS

- 29.1 Shareholders may participate in any general meeting by such telephonic, electronic or other communication facilities or means as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.

30. QUORUM AT GENERAL MEETINGS

30.1 At any general meeting two (2) or more persons present in person and representing in person or by proxy in excess of fifty per cent (50%) of the total issued voting shares in the Company throughout the meeting shall form a quorum for the transaction of business, provided that if the Company shall at any time have only one Shareholder, one Shareholder present in person or by proxy shall form a quorum for the transaction of business at any general meeting held during such time and provided further that the quorum for any of the matters set out in Bye-law 17.3 must include the Requisite Holders.

30.2 If within half an hour from the time appointed for the meeting a quorum is not present, then, in the case of a meeting convened on a requisition, the meeting shall be deemed cancelled and, in any other case, the meeting shall stand adjourned to the same day one (1) week later, at the same time and place or to such other day, time or place as the Secretary may determine. Unless the meeting is adjourned to a specific date, time and place announced at the meeting being adjourned, fresh notice of the resumption of the meeting shall be given to each Shareholder entitled to attend and vote thereat in accordance with these Bye-laws.

31. CHAIRMAN TO PRESIDE AT GENERAL MEETINGS

31.1 Unless otherwise agreed by a majority of those attending and entitled to vote thereat, the Chairman, if there be one, shall act as chairman at all general meetings at which such person is present. In their absence a chairman shall be appointed or elected by those present at the meeting and entitled to vote.

32. VOTING ON RESOLUTIONS

32.1 Subject to the Companies Acts and these Bye-laws, (including the voting rights attached to Shares set out in Bye-law 5), any question proposed for the consideration of the Shareholders at any general meeting shall be decided by a simple majority of votes cast in accordance with these Bye-laws and in the case of an equality of votes the resolution shall fail.

32.2 No Shareholder shall be entitled to vote at a general meeting unless such Shareholder has paid all the calls on all shares held by such Shareholder.

32.3 At any general meeting a resolution put to the vote of the meeting shall, in the first instance, be voted upon by a show of hands and, subject to any rights or restrictions for the time being lawfully attached to any class of shares and subject to these Bye-laws, every Shareholder present in person and every person holding a valid proxy at such meeting shall be entitled to one (1) vote and shall cast such vote by raising his hand.

32.4 In the event that a Shareholder participates in a general meeting by telephone, electronic or other communication facilities or means, the chairman of the meeting shall direct the manner in which such Shareholder may cast his vote on a show of hands.

32.5 At any general meeting if an amendment is proposed to any resolution under consideration and the chairman of the meeting rules on whether or not the proposed amendment is out of order, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

32.6 At any general meeting a declaration by the chairman of the meeting that a question proposed for consideration has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in a book containing the minutes of the proceedings of the Company shall, subject to these Bye-laws, be conclusive evidence of that fact.

33. POWER TO DEMAND A VOTE ON A POLL

33.1 Notwithstanding the foregoing, a poll may be demanded by any of the following persons:

- (a) the chairman of such meeting; or

- (b) at least three (3) Shareholders present in person or represented by proxy; or
 - (c) any Shareholder or Shareholders present in person or represented by proxy and holding between them not less than one-tenth (1/10) of the total voting rights of all the Shareholders having the right to vote at such meeting; or
 - (d) any Shareholder or Shareholders present in person or represented by proxy holding shares in the Company conferring the right to vote at such meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth (1/10) of the total amount paid up on all such shares conferring such right; or
 - (e) any Shareholder or Shareholders present in person or represented by proxy holding such numbers of shares in the Company that would classify them as the Requisite Holders.
- 33.2 Where a poll is demanded, subject to any rights or restrictions for the time being lawfully attached to any class of shares, (including the voting rights attached to Shares set out in Bye-law 5), every person present at such meeting shall have one (1) vote for each share of which such person is the holder or for which such person holds a proxy and such vote shall be counted by ballot as described herein, or in the case of a general meeting at which one or more Shareholders are present by telephone, electronic or other communication facilities or means, in such manner as the chairman of the meeting may direct and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded and shall replace any previous resolution upon the same matter which has been the subject of a show of hands. A person entitled to more than one (1) vote need not use all his votes or cast all the votes he uses in the same way.
- 33.3 A poll demanded for the purpose of electing a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and in such manner during such meeting as the chairman (or acting chairman) of the meeting may direct. Any business other than that upon which a poll has been demanded may be conducted pending the taking of the poll.
- 33.4 Where a vote is taken by poll, each person physically present and entitled to vote shall be furnished with a ballot paper on which such person shall record his vote in such manner as shall be determined at the meeting having regard to the nature of the question on which the vote is taken, and each ballot paper shall be signed or initialled or otherwise marked so as to identify the voter and the registered holder in the case of a proxy. Each person present by telephone, electronic or other communication facilities or means shall cast his vote in such manner as the chairman shall direct. At the conclusion of the poll, the ballot papers and votes cast in accordance with such directions shall be examined and counted by a committee of not less than two (2) Shareholders or proxy holders appointed by the chairman for the purpose and the result of the poll shall be declared by the chairman.
- 34. VOTING BY JOINT HOLDERS OF SHARES**
- 34.1 In the case of joint holders, the vote of the senior who tenders a vote (whether in person or by proxy) shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register of Shareholders.
- 35. PROXY**
- 35.1 Any Shareholder entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as his proxy to attend and vote instead of him. A Shareholder may appoint a proxy in respect of part only of his holding of shares and may appoint one or more proxies to attend on the same occasion.

- 35.2 The instrument appointing a proxy shall be in writing in the form set out in Appendix IV, or as near thereto as circumstances admit, or in such other form as the Board may accept. The Board may if it thinks fit, send out with the notice of any general meeting, the form(s) of proxy for use at that meeting.
- 35.3 Subject to Bye-law 34.6 the instrument appointing a proxy together with such other evidence as to its due execution as the Board may from time to time require, shall be deposited at the Registered Office (or at such other place or in such manner as is specified in the notice convening the meeting or in any notice of adjournment or, in either case, in any document sent therewith) not less than twenty-four (24) hours (or, such shorter time as may be stated in the proxy circulated with the notice of meeting) before the time for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote, and an instrument appointing a proxy which is not received in the manner so prescribed shall be invalid save as aforesaid.
- 35.4 A Shareholder who is the holder of two (2) or more shares may appoint more than one proxy to represent him and vote on his behalf in respect of different shares.
- 35.5 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the authority under which it was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Registered Office (or such other place as may be specified for the delivery of instruments of proxy in the notice convening the meeting or other documents sent therewith) one (1) hour at least before the commencement of the meeting or adjourned meeting, or the taking of the poll, at which the instrument of proxy is used.
- 35.6 Subject to the Companies Acts, the Board may at its discretion waive any of the provisions of these Bye-laws related to proxies or authorisations and, in particular, may accept such verbal or other assurances as it thinks fit as to the right of any person to attend and vote on behalf of any Shareholder at any general meetings. The decision of the chairman of any general meeting as to the validity of any appointment of a proxy shall be final.
- 35.7 Notwithstanding any other provision of these Bye-laws, any Shareholder may appoint an irrevocable proxy by depositing at the Registered Office an irrevocable proxy and such irrevocable proxy shall be valid for all general meetings and adjournments thereof, or resolutions in writing, as the case may be, until terminated in accordance with its own terms, or until written notice of termination is received at the Registered Office signed by the proxy. The instrument creating the irrevocable proxy shall recite that it is constituted as such and shall confirm that it is granted with an interest. The operation of an irrevocable proxy shall not be suspended at any general meeting or adjournment thereof at which the Shareholder who has appointed such proxy is present and the Shareholder may not specially appoint another proxy or vote himself in respect of any shares which are the subject of the irrevocable proxy.
36. **REPRESENTATION OF CORPORATE SHAREHOLDER**
- 36.1 Where any company is a Shareholder any of its officers or any other person duly authorised by a resolution of its directors or other governing body, may act as its representative(s) at any meeting of the Company. Any person so authorised shall be entitled to exercise the same powers on behalf of the corporate Shareholder which such person represents as that company could exercise if it were an individual Shareholder, and that Shareholder shall be deemed to be present in person at any such meeting attended by its authorised representative or representatives.
- 36.2 Notwithstanding the foregoing, the chairman of the meeting may accept such assurances as he thinks fit as to the right of any person to attend and vote at general meetings on behalf of a corporation which is a Shareholder.

- 36.3 The provisions of this Bye-law are in addition to, and not in derogation of, any right to appoint a proxy.

37. **ADJOURNMENT OF GENERAL MEETING**

- 37.1 The chairman of a general meeting may, with the consent of the Shareholders at any general meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting. Unless the meeting is adjourned to a specific date, place and time announced at the meeting being adjourned, fresh notice of the date, place and time for the resumption of the adjourned meeting shall be given to each Shareholder entitled to attend and vote thereat in accordance with these Bye-laws.

38. **WRITTEN RESOLUTIONS**

- 38.1 Subject to these Bye-laws, anything which may be done by resolution of the Company in general meeting or by resolution of a meeting of any class of the Shareholders may, without a meeting be done by written resolution in accordance with this Bye-law.
- 38.2 Notice of a written resolution shall be given, and a copy of the resolution shall be circulated to all Shareholders who would be entitled to attend a meeting and vote thereon. The accidental omission to give notice to, or the non-receipt of a notice by, any Shareholder does not invalidate the passing of a resolution.
- 38.3 A written resolution is passed when it is signed by, or in the case of a Shareholder that is a company, on behalf of, the Shareholders who at the date that the notice is given represent such requisite majority of votes as would be required if the resolution was voted on at a meeting of Shareholders at which all Shareholders entitled to attend and vote thereat were present and voting.
- 38.4 A resolution in writing may be signed in any number of counterparts
- 38.5 A resolution in writing made in accordance with this Bye-law is as valid as if it had been passed by the Company in general meeting or by a meeting of the relevant class of Shareholders, as the case may be, and any reference in any Bye-law to a meeting at which a resolution is passed or to Shareholders voting in favour of a resolution shall be construed accordingly.
- 38.6 A resolution in writing made in accordance with this Bye-law shall constitute minutes for the purposes of the Companies Acts.
- 38.7 This Bye-law shall not apply to:
- (a) a resolution passed to remove an Auditor from office before the expiration of his term of office; or
 - (b) a resolution passed for the purpose of removing a Director before the expiration of his term of office.
- 38.8 For the purposes of this Bye-law, the effective date of the resolution is the date when the resolution is signed by, or in the case of a Shareholder that is a corporation whether or not a company within the meaning of the Companies Acts, on behalf of, the last Shareholder whose signature results in the necessary voting majority being achieved and any reference in any Bye-law to the date of passing of a resolution is, in relation to a resolution made in accordance with this Bye-law, a reference to such date.

39. **DIRECTORS ATTENDANCE AT GENERAL MEETINGS**

Each Director shall be entitled to receive notice of, attend and be heard at any general meeting of the Company.

DIRECTORS AND OFFICERS

40. ELECTION OF DIRECTORS

40.1 The Board of Directors shall be elected or appointed in the first place at the statutory meeting of the Company and thereafter, except in the case of a casual vacancy, at the annual general meeting or at any special general meeting called for that purpose.

40.2 The Company may at any annual general meeting or any special general meeting called for that purpose determine that one or more vacancies in the Board shall be deemed casual vacancies for the purposes of these Bye-laws. Without prejudice to the power of the Company by resolution in pursuance of any of the provisions of these Bye-laws to appoint any person to be a Director, the Board, so long as a quorum of Directors remains in office, shall have power, at any time and from time to time, to appoint any individual to be a Director so as to fill a casual vacancy. Directors so appointed shall hold office until the next Annual General Meeting and are eligible for re-election at that Annual General Meeting.

40.3 The registered Shareholders of the Company's issued shares from time to time are entitled to elect directors as described in the Board Composition.

41. NUMBER OF DIRECTORS

41.1 Subject to the requirements of Board Composition, the Board shall consist of not less than five (5) Directors or such number in excess thereof as the Shareholders may by resolution determine.

42. TERM OF OFFICE OF DIRECTORS

42.1 Directors shall hold office for such term as the Shareholders may determine or, in the absence of such determination, until the next annual general meeting or until their successors are elected or appointed or their office is otherwise vacated.

42.2 The Directors shall (subject to any other agreement between all the Shareholders to the contrary) have the power from time to time to appoint any person as a Director to fill a casual vacancy on the Board. Any Director appointed by the Board shall hold office only until the next annual general meeting and shall then be eligible for re-election.

42.3 A retiring Director shall be eligible for re-election.

43. ALTERNATE DIRECTORS

43.1 Any person may be elected as an Alternate Director to any one or more Directors by;

- (a) the Shareholders at any general meeting;
- (b) the Board;
- (c) depositing at the Registered Office written notice of the appointment of an Alternate Director, or delivering at a meeting of the Directors, at any time.

43.2 Any Director may, with the consent of the other Directors, appoint a person or persons to act as Alternate Director to himself.

43.3 The same person may be appointed as the Alternate Director of more than one Director.

- 43.4 Any person elected or appointed pursuant to Bye-laws 43.1 or 43.2 shall have all the rights and powers of the Director or Directors for whom such person is appointed in the alternative provided that such person shall not be counted more than once in determining whether or not a quorum is present.
- 43.5 Every person acting as an Alternate Director shall (except as regards powers to appoint an alternate and remuneration) be subject in all respects to the provisions of these Bye-laws relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for any Director for whom he is alternate. An Alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent, *mutatis mutandis*, as if he were a Director. Every person acting as an Alternate Director shall have one (1) vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director).
- 43.6 An Alternate Director shall be entitled to receive notice of all meetings of the Board and to attend and vote at any such meeting at which a Director for whom such Alternate Director was appointed in the alternative is not personally present and generally to perform at such meeting all the functions of such Director for whom such Alternate Director was appointed.
- 43.7 The signature of an Alternate Director to any resolution in writing of the Board or a committee of the Board shall, unless the terms of his or her appointment provides to the contrary, be as effective as the signature of the Director or Directors to whom he or she is alternate.
- 43.8 An Alternate Director shall cease to be such if the Director for whom he was appointed to act as a Director in the alternative ceases for any reason to be a Director, but he may be re-appointed by the Board as an alternate to the person appointed to fill the vacancy in accordance with these Bye-laws.

44. REMOVAL OF DIRECTORS

- 44.1 Subject to any provision to the contrary in these Bye-laws, the Shareholders entitled to vote for the election of Directors may, at any special general meeting convened and held in accordance with these Bye-laws, remove a Director provided that the notice of any such meeting convened for the purpose of removing a Director shall contain a statement of the intention so to do and be served on such Director not less than 14 days before the meeting and at such meeting the Director shall be entitled to be heard on the motion for such Director's removal.
- 44.2 If a Director is removed from the Board under this Bye-law the Shareholders may fill the vacancy at the meeting at which such Director is removed. In the absence of such election or appointment, the Board may fill the vacancy.

45. VACANCY IN THE OFFICE OF DIRECTOR

- 45.1 The office of Director shall be vacated if the Director:
- (a) is removed from office pursuant to these Bye-laws or is prohibited from being a Director by law;
 - (b) is or becomes bankrupt, or makes any arrangement or composition with his creditors generally;
 - (c) is or becomes of unsound mind, a patient for any purpose of any statute or applicable law relating to mental health and the Board resolves that his office is vacated or dies; or
 - (d) resigns his office by notice in writing to the Company.

45.2 The Board shall have the power to appoint any person as a Director to fill a vacancy on the Board occurring as a result of the death, disability, disqualification or resignation of any Director and to appoint an Alternate Director to any Director so appointed.

46. REMUNERATION OF DIRECTORS

46.1 The remuneration (if any) of the Directors shall be determined by resolution of the Company in general meeting and shall be deemed to accrue from day to day. The Directors may also be paid all travel, hotel and other expenses properly incurred by them in attending and returning from the meetings of the Board, any committee appointed by the Board, general meetings, or in connection with the business of the Company or their duties as Directors generally.

47. DEFECT IN APPOINTMENT

47.1 All acts done in good faith by the Board, any Director, a member of a committee appointed by the Board, any person to whom the Board may have delegated any of its powers, or any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid, or that he was, or any of them were, disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or act in the relevant capacity.

48. DIRECTORS TO MANAGE BUSINESS

48.1 The business of the Company shall be managed and conducted by the Board. In managing the business of the Company, the Board may exercise all such powers of the Company as are not, by the Companies Acts or by these Bye-laws, required to be exercised by the Company in general meeting.

49. POWERS OF THE BOARD OF DIRECTORS

49.1 Subject to the provisions of Bye-law 17.3 and any other agreement between all the Shareholders, the Board may:

- (a) appoint, suspend, or remove any manager, secretary, clerk, agent or employee of the Company and may fix their remuneration and determine their duties;
- (b) exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and may issue debentures, debenture shares and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party;
- (c) appoint one or more Directors to the office of managing director or chief executive officer of the Company, who shall, subject to the control of the Board, supervise and administer all of the general business and affairs of the Company;
- (d) appoint a person to act as manager of the Company's day-to-day business and may entrust to and confer upon such manager such powers and duties as it deems appropriate for the transaction or conduct of such business;
- (e) by power of attorney, appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Board, to be an attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board) and for such period and subject to such conditions as it may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions so vested in the attorney;

- (f) procure that the Company pays all expenses incurred in promoting and incorporating the Company;
- (g) delegate any of its powers (including the power to sub-delegate) to a committee of one or more persons appointed by the Board which may consist partly or entirely of non-Directors, provided that every such committee shall conform to such directions as the Board shall impose on them and provided further that the meetings and proceedings of any such committee shall be governed by the provisions of these Bye-laws regulating the meetings and proceedings of the Board, so far as the same are applicable and are not superseded by directions imposed by the Board;
- (h) delegate any of its powers (including the power to sub-delegate) to any person on such terms and in such manner as the Board may see fit;
- (i) present any petition and make any application in connection with the liquidation or reorganisation of the Company;
- (j) in connection with the issue of any share, pay such commission and brokerage as may be permitted by law; and
- (k) authorise any company, firm, person or body of persons to act on behalf of the Company for any specific purpose and in connection therewith to execute any deed, agreement, document or instrument on behalf of the Company.

50. REGISTER OF DIRECTORS AND OFFICERS

- 50.1 The Board shall cause to be kept in one or more books at the Registered Office a Register of Directors and Officers and shall enter therein the particulars required by the Companies Acts.
- 50.2 The Register of Directors and Officers shall be open to inspection without charge at the Registered Office of the Company on every business day, subject to such reasonable restrictions as the Board may impose, so that not less than two (2) hours in each business day be allowed for inspection.
- 50.3 As required by the Companies Acts, details of the Directors shall be filed with the Registrar and the Registrar shall be notified of any change in the details of the Directors within thirty (30) days of any such change.
- 50.4 The Register of Directors maintained by the Registrar shall be open to inspection subject to such conditions as the Registrar may impose and on payment of such fee as may be prescribed.

51. APPOINTMENT OF OFFICERS

- 51.1 The Board may appoint such officers (who may or may not be Directors) as the Board may determine.

52. APPOINTMENT OF SECRETARY

- 52.1 The Secretary shall be appointed by the Board from time to time.

53. DUTIES OF OFFICERS

- 53.1 The Officers shall have such powers and perform such duties in the management, business and affairs of the Company as may be delegated to them by the Board from time to time.

54. REMUNERATION OF OFFICERS

54.1 The Officers shall receive such remuneration as the Board may determine.

55. DIRECTORS' INTERESTS

55.1 Any Director, or any Director's firm, partner or any company with whom any Director is associated, may act in any capacity for, be employed by or render services to the Company and such Director or such Director's firm, partner or company shall be entitled to remuneration as if such Director were not a Director. Nothing herein contained shall authorise a Director or Director's firm, partner or company to act as Auditor to the Company.

55.2 A Director who is directly or indirectly interested in a contract or proposed contract or arrangement with the Company shall declare the nature of such interest as required by the Companies Acts.

55.3 Following a declaration being made pursuant to this Bye-law, and unless disqualified by the chairman of the relevant Board meeting, a Director may vote in respect of any contract or proposed contract or arrangement in which such Director is interested and may be counted in the quorum for such meeting.

56. INDEMNIFICATION AND EXCULPATION OF DIRECTORS AND OFFICERS

56.1 The Directors, Secretary and other Officers (such term to include any person appointed to any committee by the Board) for the time being acting in relation to any of the affairs of the Company, any subsidiary thereof, and the liquidator or trustees (if any) for the time being acting in relation to any of the affairs of the Company or any subsidiary thereof and every one of them, and their heirs, executors and administrators, shall be indemnified and secured harmless out of the assets of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their heirs, executors or administrators, shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, or in their respective offices or trusts, and none of them shall be answerable for the acts, receipts, neglects or defaults of the others of them or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any moneys of or belonging to the Company shall be placed out on or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto, provided that this indemnity shall not extend to any matter in respect of any fraud or dishonesty which may attach to any of the said persons. Each Shareholder agrees to waive any claim or right of action such Shareholder might have, whether individually or by or in the right of the Company, against any Director or Officer on account of any action taken by such Director or Officer, or the failure of such Director or Officer to take any action in the performance of his duties with or for the Company or any subsidiary thereof, provided that such waiver shall not extend to any matter in respect of any fraud or dishonesty which may attach to such Director or Officer.

56.2 The Company may purchase and maintain insurance for the benefit of any Director or Officer against any liability incurred by him under the Companies Acts in his capacity as a Director or Officer or indemnifying such Director or Officer in respect of any loss arising or liability attaching to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which the Director or Officer may be guilty in relation to the Company or any subsidiary thereof.

56.3 The Company may advance moneys to a Director or Officer for the costs, charges and expenses incurred by the Director or Officer in defending any civil or criminal proceedings against him, on condition that the Director or Officer shall repay the advance if any allegation of fraud or dishonesty is proved against him.

MEETINGS OF THE BOARD OF DIRECTORS

57. BOARD MEETINGS

- 57.1 The Board may meet for the transaction of business, adjourn and otherwise regulate its meetings as it sees fit. A resolution put to the vote at a meeting of the Board shall be carried by the affirmative votes of a majority of the votes cast and in the case of an equality of votes the resolution shall fail.

58. NOTICE OF BOARD MEETINGS

- 58.1 A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Board. Notice of a meeting of the Board shall be deemed to be duly given to a Director if it is given to such Director verbally (including in person or by telephone) or otherwise communicated or sent to such Director by post, electronic means or other mode of representing words in a visible form at such Director's last known address or in accordance with any other instructions given by such Director to the Company for this purpose.

59. ELECTRONIC PARTICIPATION IN MEETINGS

- 59.1 Directors may participate in any meeting by such telephonic, electronic or other communication facilities or means as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.
- 59.2 A meeting of the Directors to which this Bye-law applies shall be deemed to take place where the majority of those participating is assembled or, if there is no majority, at the place where the chairman of the meeting is present.

60. QUORUM AT BOARD MEETINGS

- 60.1 The quorum necessary for the transaction of business at a meeting of the Board may be fixed by the Board and, unless so fixed at any other number shall be two (2) Directors, save where there is only one (1) Director in which case the quorum should be one (1) Director.

61. BOARD TO CONTINUE IN THE EVENT OF VACANCY

- 61.1 The Board may act notwithstanding any vacancy in its number but, if and so long as its number is reduced below the number fixed by these Bye-laws as the quorum necessary for the transaction of business at meetings of the Board, the continuing Directors or Director may act for the purpose of (i) summoning a general meeting; or (ii) preserving the assets of the Company.

62. CHAIRMAN TO PRESIDE

- 62.1 Unless otherwise agreed by a majority of the Directors attending, the Chairman, if there be one, shall act as chairman at all meetings of the Board at which such person is present. In their absence a chairman shall be appointed or elected by the Directors present at the meeting.

63. WRITTEN RESOLUTIONS

- 63.1 A resolution signed by all the Directors, which may be in counterparts, shall be as valid as if it had been passed at a meeting of the Board duly called and constituted, such resolution to be effective on the date on which the last Director signs the resolution.

64. VALIDITY OF PRIOR ACTS OF THE BOARD

- 64.1 No regulation or alteration to these Bye-laws made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation or alteration had not been made.

CORPORATE RECORDS AND DOCUMENTS

65. MINUTES

- 65.1 The Board shall cause minutes to be duly entered in books provided for the purpose:
- (a) of all elections and appointments of Officers;
 - (b) of the names of the Directors present at each meeting of the Board and of any committee appointed by the Board; and
 - (c) of all resolutions and proceedings of general meetings of the Shareholders, meetings of the Board, meetings of managers and meetings of committees appointed by the Board.

66. PLACE WHERE CORPORATE RECORDS KEPT

- 66.1 Minutes prepared in accordance with the Companies Acts and these Bye-laws shall be kept by the Secretary at the Registered Office.

67. FORM AND USE OF SEAL

- 67.1 The Company may adopt a Seal in such form as the Board may determine. The Board may adopt one or more duplicate seals for use in or outside Bermuda.
- 67.2 The Seal may, but need not, be affixed to any deed, instrument, share certificate or document, and if the Seal is to be affixed thereto, it shall be attested by the signature of (i) any Director, or (ii) any Officer, or (iii) the Secretary, or (iv) any person authorised by the Board for that purpose.
- 67.3 A Resident Representative may, but need not, affix the Seal of the Company to certify the authenticity of any copies of documents.

68. DESTRUCTION OF DOCUMENTS

- 68.1 The Board may authorise or arrange the destruction of documents held by the Company as follows:
- (a) at any time after the expiration of six (6) years from the date of registration, all instruments of transfer of shares and all other documents transferring or purporting to transfer shares or representing or purporting to represent the right to be registered as the holder of shares on the faith of which entries have been made in the Register of Shareholders;
 - (b) at any time after the expiration of one (1) year from the date of cancellation, all registered share certificates which have been cancelled;
 - (c) at any time after the expiration of two (2) years from the date of recording them, all dividend mandates and notifications of change of address; and
 - (d) at any time after the expiration of one (1) year from the date of actual payment, all paid dividend drafts and cheques.
- 68.2 It shall conclusively be presumed in favour of the Company that:

- (a) every entry in the Register of Shareholders purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made;
 - (b) every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;
 - (c) every share certificate so destroyed was a valid certificate duly and properly cancelled;
 - (d) every other document mentioned in Bye-law 68.1(a) so destroyed was a valid and effective document in accordance with the particulars of it recorded in the books and records of the Company; and
 - (e) every paid dividend warrant and cheque so destroyed was duly paid.
- 68.3 The provisions of Bye-law 68.1(a) shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant.
- 68.4 Nothing in this Bye-law shall be construed as imposing on the Company or the Board any liability in respect of the destruction of any document earlier than as stated in Bye-law 68.1(a) or in any other circumstances in which liability would not attach to the Company or the Board in the absence of this Bye-law.
- 68.5 References in this Bye-law to the destruction of any document include references to its disposal in any manner.

ACCOUNTS

69. BOOKS OF ACCOUNT

- 69.1 The Board shall cause to be kept proper records of account with respect to all transactions of the Company and its subsidiaries and in particular with respect to:
- (a) all amounts of money received and expended by the Company and its subsidiaries and the matters in respect of which the receipt and expenditure relates;
 - (b) all sales and purchases of goods by the Company and its subsidiaries; and
 - (c) all assets and liabilities of the Company and its subsidiaries.
- 69.2 Such records of account shall be kept at the Registered Office and shall be available for inspection by the Directors, the Registrar, or such other person as may be authorised under the Companies Acts during normal business hours.
- 69.3 No Shareholder (other than a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Companies Acts or authorised by the Directors or by the Company in General Meeting.

70. FINANCIAL YEAR END

- 70.1 The financial year end of the Company may be determined by resolution of the Directors and, failing such resolution, shall be the Accounting Date in each year.

AUDITS

71. ANNUAL AUDIT

- 71.1 Subject to any rights to waive laying of accounts or appointment of an Auditor pursuant to the Companies Acts, the accounts of the Company shall be audited at least once in every year.

72. APPOINTMENT OF AUDITOR

- 72.1 Subject to the Companies Acts, at the annual general meeting or at a subsequent special general meeting in each year, an independent representative of the Shareholders shall be appointed by them as Auditor of the accounts of the Company.
- 72.2 The Auditor may be a Shareholder but no Director, Officer or employee of the Company shall, during his continuance in office, be eligible to act as an Auditor of the Company.

73. REMUNERATION OF AUDITOR

- 73.1 Save in the case of an Auditor appointed pursuant to Bye-law 78, the remuneration of the Auditor shall be fixed by the Company in general meeting or in such manner as the Shareholders may determine. In the case of an Auditor appointed pursuant to Bye-law 78, the remuneration of the Auditor shall be fixed by the Board.

74. DUTIES OF AUDITOR

- 74.1 The financial statements provided for by these Bye-laws shall be audited by the Auditor in accordance with generally accepted auditing standards. The Auditor shall make a written report thereon in accordance with generally accepted auditing standards.
- 74.2 The generally accepted auditing standards referred to in this Bye-law may be those of a country or jurisdiction other than Bermuda or such other generally accepted auditing standards as may be provided for in the Companies Acts. If so, the financial statements and the report of the Auditor shall identify the generally accepted auditing standards used.

75. ACCESS TO RECORDS

- 75.1 The Auditor shall at all reasonable times have access to all books kept by the Company and its subsidiaries and to all accounts and vouchers relating thereto, and the Auditor may call on the Directors or Officers of the Company for any information in their possession relating to the books or affairs of the Company and its subsidiaries.

76. FINANCIAL STATEMENTS

- 76.1 Subject to any rights to waive laying of accounts pursuant to the Companies Acts, financial statements as required by the Companies Acts shall be laid before the Shareholders in general meeting. A resolution in writing made in accordance with Bye-law 38 receiving, accepting, adopting, approving or otherwise acknowledging financial statements shall be deemed to be the laying of such statements before the Shareholders in general meeting.

77. DISTRIBUTION OF AUDITOR'S REPORT

- 77.1 The report of the Auditor shall be submitted to the Shareholders in general meeting.
- 77.2 The Auditor shall be entitled to attend any general meeting at which any accounts which have been examined or reported on by him are to be laid before the Company and to make any statement or explanations he may desire with respect to the accounts, and notice of every such meeting shall be given to the Auditor in the manner prescribed for Shareholders.

78. VACANCY IN THE OFFICE OF AUDITOR

78.1 The Board may fill any casual vacancy in the office of the auditor.

SERVICE OF NOTICES AND OTHER DOCUMENTS**79. HOW NOTICE IS SERVED**

79.1 Any Shareholder who has not left at or sent to the Registered Office, a place of address or an electronic mail address (for registration in the Register of Shareholders) at or to which all notices and documents of the Company may be served or sent is not entitled to receive any notice.

79.2 A notice may be given by the Company to a Shareholder:-

- (a) by delivering it to such Shareholder in person; or
- (b) by sending it by letter mail or courier to such Shareholder's address in the Register of Shareholders; or
- (c) by transmitting it by electronic means (including electronic mail, but not telephone or facsimile) in accordance with such directions as may be given by such Shareholder to the Company for such purpose; or
- (d) in accordance with Bye-law 79.5.

79.3 Any notice required to be given to a Shareholder shall, with respect to any shares held jointly by two (2) or more persons, be given to whichever of such persons is named first in the Register of Shareholders and notice so given shall be sufficient notice to all the holders of such shares.

79.4 Any notice (save for one delivered in accordance with Bye-law 79.5 shall be deemed to have been served at the time when the same would be delivered in the ordinary course of transmission and, in proving such service, it shall be sufficient to prove that the notice was properly addressed and prepaid, if posted, and the time when it was posted, delivered to the courier, or transmitted by electronic means.

79.5 Where a Shareholder indicates his consent (in a form and manner satisfactory to the Board), to receive information or documents by accessing them on a website rather than by other means, or receipt in this manner is otherwise permitted by the Companies Acts, the Board may deliver such information or documents by notifying the Shareholder of their availability and including therein the address of the website, the place on the website where the information or document may be found, and instructions as to how the information or document may be accessed on the website.

79.6 In the case of information or documents delivered in accordance with Bye-law 79.5 service shall be deemed to have occurred when (i) the Shareholder is notified in accordance with that Bye-law; and (ii) the information or document is published on the website.

WINDING-UP AND DISSOLUTION**80. WINDING-UP AND DISSOLUTION**

80.1 If the Company shall be wound up the liquidator may, with the sanction of a resolution of the Shareholders, divide amongst the Shareholders in specie or in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Shareholders or different classes of Shareholders. The liquidator may, with the like sanction, vest the whole or any part of such assets in the trustees upon such trusts for the benefit of the Shareholders as the

liquidator shall think fit, but so that no Shareholder shall be compelled to accept any shares or other securities or assets whereon there is any liability.

CHANGES TO CONSTITUTION

81. CHANGES TO BYE-LAWS

- 81.1 No Bye-law may be rescinded, altered or amended and no new Bye-law may be made save in accordance with the Companies Acts and until the same has been approved by a resolution of the Board and by a resolution of the Shareholders and is permitted under any other agreement between all the Shareholders.

82. CHANGES TO THE MEMORANDUM OF ASSOCIATION

- 82.1 No alteration or amendment to the Memorandum of Association may be made save in accordance with the Companies Acts and until same has been approved by a resolution of the Board and by a resolution of the Shareholders and is permitted under any other agreement between all the Shareholders.

REDOMICILE

83. DISCONTINUANCE

- 83.1 The Board may subject to approval of a resolution of the Shareholders (and the quorum for such meeting shall be that required in Bye-law 30 and a poll may be demanded in respect of such resolution in accordance with the provisions of Bye-law 33) exercise all the powers of the Company to discontinue the Company to a jurisdiction outside Bermuda pursuant to the Companies Acts.

AMALGAMATION

84. MERGER OR AMALGAMATION

- 84.1 Any resolution proposed for consideration at any general meeting to approve the merger or amalgamation of the Company with any other company, wherever incorporated, shall require the approval of a resolution of the Shareholders and the quorum for such meeting shall be that required in Bye-law 30 and a poll may be demanded in respect of such resolution in accordance with the provisions of Bye-law 33.

APPENDIX I

Notice of Liability to Forfeiture for Non-Payment of Call of 24 Exchange Bermuda Limited (Company)

You have failed to pay the call of [amount of call] made on the [] day of [], 20[], in respect of the [number] share(s) [number in figures] standing in your name in the Register of Shareholders of the Company, on the [] day of [], 20[], the day appointed for payment of such call. You are hereby notified that unless you pay such call together with interest accrued thereon in the sum of \$[] (calculated at the rate of [] per annum computed from the said [] day of [], 20[] to the date hereof at the Registered Office of the Company on or before the [] day of [] 20[] the share(s) will be liable to be forfeited.

Dated this [] day of [], 20[]

[Signature of Secretary]

By Order of the Board

**APPENDIX II
SHARE TRANSFER FORM**

**FULL NAME AND ADDRESS
OF TRANSFEROR:**

**FULL NAME AND ADDRESS
OF TRANSFEREE:**

FULL NAME OF COMPANY:

**NUMBER AND FULL
DESCRIPTION OF SHARES:**

CONSIDERATION:

The Transferor hereby transfers to the Transferee the shares described above free of all liens, charges and encumbrances and together with all rights now or hereafter attaching thereto, but subject to the Memorandum of Association and Bye-laws of the Company.

Duly signed this day of by or on behalf of:

The Transferor _____

in the presence of:

Witness (Signature): _____

Witness Name (Print): _____

Witness Address (Print): _____

APPENDIX III**Transfer by a Person Becoming Entitled on Death/Bankruptcy of a Shareholder of
24 Exchange Bermuda Limited (Company)**

I/We, having become entitled in consequence of the [death/bankruptcy] of [name and address of deceased/bankrupt Shareholder] to [number] share(s) standing in the Register of Shareholders of the Company in the name of the said [name of deceased/bankrupt Shareholder] instead of being registered myself/ourselves, elect to have [name of transferee] (the "Transferee") registered as a transferee of such share(s) and I/we do hereby accordingly transfer the said share(s) to the Transferee to hold the same unto the Transferee, his or her executors, administrators and assigns, subject to the conditions on which the same were held at the time of the execution hereof; and the Transferee does hereby agree to take the said share(s) subject to the same conditions.

DATED this [] day of [], 20[]

Signed by:

In the presence of:

Transferor

Witness

Transferee

Witness

APPENDIX IV

Proxy of 24 Exchange Bermuda Limited (Company)

I/We, [insert names here], being a Shareholder of the Company with [number] shares, HEREBY APPOINT [name] of [address] or failing him, [name] of [address] to be my/our proxy to vote for me/us at the meeting of the Shareholders to be held on the [] day of [], 20[] and at any adjournment thereof. (Any restrictions on voting to be inserted here.)

Signed this [] day of [], 20[]

Shareholder(s)

APPENDIX V

Procedure for Satisfying the Transfer Requirements

The following procedure shall take place prior to any transfer of shares:

1. Request is received by the Secretary from the Company and/or the Transferor to issue/transfer shares.
2. Due diligence is carried out by the Secretary on any new shareholders/beneficial owners or updated due diligence is obtained with respect to existing shareholders/beneficial owners (as applicable):
 - a. Certified valid passport
 - b. Certified utility bill/proof of address (no older than 3 months from the relevant date of transfer)
 - c. Declaration(s)
3. The Secretary makes a filing with the Bermuda Monetary Authority, if applicable.
4. If the Company receives an approval or no objection from the BMA (as applicable) with respect to the proposed transfer, then the share transfer may proceed, subject to receipt of the necessary documentation (e.g. share transfer forms, subscription sheets, as detailed below).
5. The Board and/or the transferor shall keep the Secretary informed on whether the transfer of shares shall proceed or not.
6. In relation to a transfer of Share, the transferor shall return all relevant share certificate(s) for cancellation, if applicable.
7. Completed share transfer form or subscription letter (if a new subscription) duly executed by the relevant transferor and transferee (as applicable) is delivered to the Secretary.
8. Board Resolutions/Board Meeting is held to approve share transfer (subject to, or upon receipt of, Bermuda Monetary Authority approval/acknowledgement).
9. Issuance of Shares or the transfer of Shares is effected by the Secretary by updating Register of Shareholders and issuance of new share certificate (if requested).
10. The Secretary updates the Beneficial Ownership Register, and makes appropriate filing(s) with the Bermuda Monetary Authority.
11. If an objection is provided by the BMA to the proposed transfer/issuance and this cannot be reasonably remedied through the submission of further evidence and documents to the BMA, then the proposed transfer/issuance shall be deemed not to have satisfied the Transfer Requirements.

For the avoidance of doubt, the above procedure is set out as of the date of these Bye-laws only and may be amended or varied from time to time without update to the Bye-laws.