

"X"

COMPANIES ACT 2014

PRIVATE COMPANY LIMITED BY SHARES

CONSTITUTION

OF

SLATE OFFICE IRELAND INVESTMENT LIMITED

(as adopted by Special Resolution on 9 November 2021)

1. The name of the Company is Slate Office Ireland Investment Limited.
2. The Company is a private company limited by shares registered under Part 2 of the Companies Act, 2014 (the "Act").
3. The liability of the members is limited.
4. The share capital of the Company is made up of Ordinary Shares of €1.00 each.
5. The "optional provisions" (as that term is defined by s. 54(1) of the Act) shall apply to the constitution of the Company save to the extent that they are dis-applied, modified or supplemented by this constitution.

SHARES

6. The following provisions apply to the allotment of shares (and 'allotment of shares' shall include issue of shares):
 - (i) For the purposes of s. 69(1) of the Act, the allotment of shares (including redeemable shares) is authorised generally;
 - (ii) For the purposes of s. 69(12)(a)(i) of the Act, s. 69(6) shall not apply, generally, to any allotment of shares in the Company.
7. The Company:
 - (i) may give financial assistance for the purpose of an acquisition of any shares in the Company or, where the Company is a subsidiary, in its holding company; and
 - (ii) is authorised, for the purposes of section 105(4)(a) of the Act, to acquire its own shares.
8. S. 95(1), relating to the power of the directors to refuse, in their absolute discretion, to register the transfer of a share shall apply as if subsection (b) thereof were deleted.
9. The directors of the Company (and for the purposes of section 69(4)(a) of the Act, any committee of the directors so authorised by the directors and any person so authorised by the Directors or such committee) may without prejudice to section 158(1) of the Act:
 - (i) allot, issue, grant options over and otherwise dispose of shares in the Company;

(ii) exercise the Company's powers under Regulation 7,

on such terms and subject to such conditions as they think fit, subject only to the provisions of the Act.

DIRECTORS

10. A director appointed to fill a casual vacancy or as an addition to the existing directors shall not be required to retire from office at the annual general meeting next following his appointment and s. 144(3)(c) shall not apply.
11. Any director of the Company may appoint any other person to be an alternate director as respects him or her, and s. 165(1) of the Act shall be modified accordingly. An appointment under this Regulation shall be effected by notice in writing given by the director to the Company.
12. Any alternate director appointed shall be an officer of the Company and shall not by virtue of that appointment be an agent of the director appointing him. If a director should die or cease to hold the office of director, the appointment of his or her alternate shall cease and determine. An alternate is entitled to exercise all the powers, rights, duties and authorities of his or her appointer as a director (other than the right to appoint an alternate). The alternate is entitled to notice of all meetings of committees of directors of which his or her appointer is a member. An alternate acting for more than one director, or that simultaneously holds office as director, shall only count as one for the purpose of determining if a quorum is present.
13. For the purpose of s. 161(1) of the Act, the signature of an alternate director shall suffice in place of the signature of the director appointing him or her.
14. When forming a committee of the directors, the directors may authorise, or may authorise such committee to authorise, any person who is not a director to attend all or any meetings of any such committee on such terms as the directors (or as the case may be such committee) shall think fit, but any person so authorised shall not be entitled to vote at such meetings.
15. For the purposes of s. 228(1)(d) of the Act, the reasonable personal use by a director of any property of the Company and made available for use by the director in connection with the business or affairs of the Company shall be permitted, subject to any restrictions imposed by the Company under contract or otherwise.
16. S. 148(2), relating to the vacation of office by a director, shall apply as if subsection (e) thereof were deleted.
- 16A. Notwithstanding any other provision of this Constitution or any other agreement or document, the Company may from time to time by ordinary resolution remove any director before the expiration of his term of office and appoint another person in place of the director so removed. In addition, the Company may from time to time by ordinary resolution appoint additional directors to the board of the Company. The provisions of this Regulation are in addition to and separate from the powers set out in section 146 (Removal of directors) of the Act.

NOTICE

17. For the purposes of s 218(3)(d), the use of electronic means to serve or give notice is permitted.

PROXIES

18. An instrument of proxy delivered to the company in accordance with s. 183(5) or s. 183(7) shall be valid if delivered before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, before the time appointed for the taking of the poll and s. 183(6) be modified accordingly.

COMPANY SEAL

19. The Company is authorised, pursuant to s. 44(2), to have for use in any place abroad an official seal which shall resemble the common seal of the company with the addition on its face of the name of every place abroad where it is to be used.

INDEMNITY

20. Every officer of the Company:
 - (i) shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he or she may sustain or incur in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any proceedings or application referred to in or under ss. 233 or 234 of the Act in which relief is granted to him or her by the court.
 - (ii) shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he or she may sustain or incur in or about the execution of the duties of his or her office or otherwise in relation thereto and no officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his or her office or in relation thereto. This regulation shall have effect only in so far as its provisions are not void under s. 235 of the Act.
21. Notwithstanding anything to the contrary contained in the Company's Constitution or in the Act or in any agreement or arrangement applicable to any shares in the Company:
 - (i) the directors shall promptly register any transfer of share(s) issued by the Company and shall not suspend registration thereof where such transfer:
 - a. is to:
 - (A) a Secured Party; or
 - (B) any nominee of a Secured Party; or
 - (C) any transferee of, or buyer from, such Secured Party or nominee of such Secured Party (whether or not such transferee or buyer is a third party transferee or buyer); or
 - (D) any combination of the foregoing,for the purpose of registering such party or parties as legal owner(s) of the relevant shares;
 - b. is delivered to the Company for the purposes set out at (i) above by or on behalf of a Secured Party, by its nominee(s), by any receiver appointed by

it or by any buyer or transferee from a Secured Party or from any nominee of a Secured Party; and

- c. is executed by (as appropriate) a Secured Party, its nominee(s) or any receiver appointed by it pursuant to any power of sale, right of appropriation or other power under, or arising in respect of, the security over those shares created in favour of a Secured Party,

where "**Secured Party**" means any person or entity in whose favour such shares have been secured whether acting for its own benefit, or as agent, security agent, security trustee or otherwise for itself and/or another person or entity; and

- (ii) no transferor or proposed transferor of any such shares, nor any party listed in (i) above, shall be subject to, or obliged to comply with, any rights of pre-emption contained in this Constitution or in any other arrangement or agreement applicable to any shares in the Company nor shall such person or entity be otherwise required to offer the shares which are or will be the subject of any transfer contemplated by this regulation 21 to any or all of the shareholders for the time being in the Company or to any other person or entity and no such shareholder, person or entity shall have any rights under this Constitution or otherwise to require that such shares be transferred to them for consideration or otherwise.

No resolution may be proposed or passed the effect of which would be to delete or amend this regulation 21 unless, for so long as a Secured Party holds security over shares in the Company, twenty-one days prior written notice is given to that Secured Party, which notice must be sent by pre-paid registered post to its registered office or principal place of business in the State, marked for the attention of the Company Secretary

- 22. The Company's first and paramount lien on every share (not being a fully paid share) for all moneys (whether immediately payable or not) called or payable at a fixed time in respect of that share, and the extension of that lien to all dividends payable on such share shall not apply where any such share has been secured in which case such lien shall rank behind any such security

We, the several persons whose names and addresses are subscribed, wish to be formed into a company in pursuance of this constitution and we agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, addresses and description of subscribers	Number of shares taken by each subscriber
IQ EQ Nominees (Ireland) Limited Suite 6 Rineanna House Shannon Free Zone Co. Clare Signature:  Hugh McGrath For and on behalf of IQ EQ Nominees (Ireland) Limited	1
Total shares taken	1

Dated this 2 day of July 2021

Signatures in writing of the above subscriber(s) attested by witness as provided for below:

Signature: 

Name: Lisa O'Sullivan

Occupation: Director

Address: Suite 6 Rineanne House
Shannon Free Zone
Co. Clare