

Company number: 1245483

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

JEVLOCK ENGINEERING LIMITED

(Adopted by special resolution passed on 14th November 2022)

WEDNESDAY



INTRODUCTION

1 PRELIMINARY

1.1 The model articles for private companies limited by shares set out in Schedule 1 of the Companies (Model Articles) Regulations 2008 as amended prior to the date of adoption of these articles of association (the "**Model Articles**") shall apply to the company, save insofar as they are varied or excluded by, or are inconsistent with the following articles; and the following articles together with the Model Articles are the "**Articles**".

1.2 References in these Articles:

- (a) to a numbered Article are to a numbered Article as set out in this document, and
- (b) to a numbered Article of the Model Articles are to the Article as numbered in the Model Articles.

1.3 Articles 8(1), 9(1), 11(2) and 11(3), 13, 14, 17(2), 44(2), 52 and 53 of the Model Articles shall not apply to the company.

1.4 Article 7 of the Model Articles shall be amended by:

- (a) the insertion of the words "for the time being" at the end of Article 7(2)(a) of the Model Articles; and

- (b) the insertion in Article 7(2) of the Model Articles of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.5 Article 17(1) of the Model Articles shall be amended by the insertion of the words "provided that the appointment does not cause the number of directors in office for the time being (excluding alternate directors who are not also directors) to exceed any maximum number fixed or otherwise determined in accordance with these articles" at the end of that article.
- 1.6 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".
- 1.7 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.8 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".
- 1.9 Articles 31(1)(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide".
- 1.10 If there is any inconsistency between the following articles and the Model Articles, the following articles shall prevail.

2 INTERPRETATION

- 2.1 The following definitions and rules of interpretation apply in these Articles:

"Act" means the Companies Act 2006 and every statutory modification or re-enactment of it for the time being in force;

"appointor" has the meaning given in Article 12.1;

"A Shares" means A ordinary shares of £1 each in the capital of the company;

"A Shareholder" means a holder for the time being of any A Shares and shall include the personal representatives of a deceased holder;

"Board" means the board of directors of the company;

"B Shares" means B ordinary shares of £1 each in the capital of the company;

"B Shareholder" means a holder for the time being of any B Shares and shall include the personal representatives of a deceased holder;

"Business Day" means a working day, as such term is defined in section 1173 of the Act;

"Conflict" has the meaning given in Article 8.1;

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

"Group" means the company and its subsidiary companies and undertakings (if any) from time to time;

"Interested Director" has the meaning given in Article 8.1;

"Relevant Loss" has the meaning given in Article 27.4(a);

"Relevant Officer" has the meaning given in Article 27.4(b);

"Shareholder" means a holder for the time being of any Shares and shall include the personal representatives of a deceased holder; and

"Shares" means shares in the issued capital of the company regardless of the class of share.

2.2 In these Articles:

- (a) save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- (b) headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

- (c) words denoting the singular shall include the plural and vice versa; and
- (d) a reference to any gender shall include a reference to all the genders.

3 UNANIMOUS DECISIONS OF DIRECTORS

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

4 CALLING A DIRECTORS' MEETING

Any director may call a directors' meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.

5 QUORUM FOR DIRECTORS' MEETINGS

- 5.1 Subject to Article 5.2 and to Article 5.3 the quorum necessary for the transaction of the business of the directors shall be two eligible directors.
- 5.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 8 to authorise a director's Conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 5.3 If, at any time, there is only one director appointed the quorum necessary for the transaction of the business of the directors shall be reduced to one but only for so long as there is one director appointed.

6 NO CASTING VOTE AT DIRECTORS' MEETINGS

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

7 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company:

- 7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;
- 7.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
- 7.3 shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction, arrangement or contract or proposed transaction, arrangement or contract in which he is interested;
- 7.4 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and
- 7.6 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of

any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

8 DIRECTORS' CONFLICTS OF INTEREST

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

8.2 Any authorisation under this Article 8 will be effective only if:

- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

8.3 Any authorisation of a Conflict under this Article 8 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the company) information that is confidential to a third party, he will not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence; and
 - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 8.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 8.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 8.6 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, any Shareholder who appointed him as a director of the company, or any other member of such Shareholder's Group, and no authorisation under Article 8.1 shall be necessary in respect of any such interest.
- 8.7 Any director who shall have been appointed as such by a Shareholder shall be entitled to disclose to that Shareholder such information concerning the business and affairs of the company as he shall at his discretion see fit.
- 8.8 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 8.9 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement

with the company shall declare the nature and extent of his interest to the other directors before the company enters into the transaction or arrangement in accordance with the Act.

- 8.10 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under Article 8.9.

9 RECORDS OF DIRECTORS' DECISIONS TO BE KEPT

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

10 NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to either a minimum or maximum number and if there shall, at any time, be only one director appointed that director shall have authority to exercise all the powers and discretions that are vested in the directors of the company generally

11 APPOINTMENT OF DIRECTORS

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

12 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

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

(a) exercise that director's powers; and

(b) carry out that director's responsibilities,

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

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

12.3 The notice must:

(a) identify the proposed alternate; and

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

13 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

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

13.2 Except as these Articles specify otherwise, alternate directors:

(a) are deemed for all purposes to be directors;

(b) are liable for their own acts and omissions;

(c) are subject to the same restrictions as their appointors; and

(d) are not deemed to be agents of or for their appointors

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

- 13.3 A person who is an alternate director but not a director:
- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
 - (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and
 - (c) shall not be counted as more than one director for the purposes of Articles 13.3(a) and (b).
- 13.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 13.5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

14 TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates:

- 14.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
- 14.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- 14.3 on the death of the alternate's appointor; or
- 14.4 when the alternate's appointor's appointment as a director terminates.

15 SECRETARY

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

16 SHARE CAPITAL

- 16.1 The issued share capital of the company as at the date of adoption of these Articles is £100 divided into 55 A Shares and 45 B Shares.
- 16.2 Unless the context requires otherwise, references in these Articles to shares of a particular class shall include Shares created and/or issued after the date of adoption of these Articles and ranking *pari passu* in all respects (or in all respects except only as to the date from which those Shares rank for dividend) with the Shares of the relevant class then in issue.
- 16.3 The A Shares and the B Shares shall each be deemed to represent separate classes of shares for such purposes as are specifically provided for in these Articles, but otherwise shall rank *pari passu* in all respects as if they constituted one class of share.
- 16.4 On the transfer or issue of any Share as permitted by these Articles:
- (a) a Share transferred to a non-Shareholder shall remain of the same class as before the transfer;
 - (b) a Share issued to a non-Shareholder shall be designated as a Share in whichever class may be indicated at the time of issue; and
 - (c) a Share transferred or issued to a Shareholder shall automatically be redesignated on transfer or designated on issue as a Share of the same class as those Shares already held by that Shareholder.
- 16.5 If no Shares of a class remain in issue following a redesignation under this article, these articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, Shareholders of that class or directors appointed by that class (if and as appropriate).

17 DIVIDENDS

- 17.1 The A Shares and the B Shares shall both be treated as a separate class of shares in relation to the declaration of dividends so that, if required, different levels of dividend can be declared in respect of each class of Shares. Accordingly, every meeting of the directors, a committee of the directors or a general meeting of the company at which a dividend is declared shall by board or ordinary resolution (as appropriate), direct that such dividend be paid, as required, in respect of A Shares and/or B Shares.
- 17.2 Where a dividend is declared pursuant to Article 17.1, in respect of more than one class of Share the company may, by board or ordinary resolution (as appropriate), differentiate between those classes of Shares as to the amount or percentage of dividend payable to each, but in default it shall be deemed that the dividend has been declared and is payable in respect of all the Shares *pari passu* as if they constituted one class of share.

18 CAPITAL

On a return of assets on a liquidation, capital reduction or otherwise (other than a conversion or purchase of Shares), the surplus assets of the company remaining after the payment of its liabilities and available for distribution amongst the Shareholders shall be applied (to the extent that the company is lawfully able to do so) in the following order of priority:

- 18.1 first, in paying to the Shareholders the nominal amounts (to the extent that the same have been paid) on all Shares then in issue and, if there is a shortfall of assets remaining to satisfy such payments in full, the proceeds shall be distributed to the Shareholders *pro rata* to the aggregate amounts due under this Article 18.1 to each such Share held; and
- 18.2 subject thereto the balance of such assets shall belong to and be distributed amongst the Shareholders in proportion to the number of Shares (regardless of whether they are A Shares or B Shares) held.

Provided however that neither the purchase price paid by the company on a purchase of its own Shares nor the monies paid by it to redeem any of its Shares shall be regarded as a return of capital for the purposes of this Article 18.

19 VOTING

19.1 The Shares shall carry votes as follows:

- (a) the A Shares shall confer on each A Shareholder the right to receive notice of and to attend, speak and vote at all general meetings of the company, and each A Share shall carry one vote per A Share; and
- (b) the B Shares shall confer on each B Shareholder the right to receive notice of and to attend, speak and vote at all general meetings of the company, and each B Share shall carry one vote per B Share.

19.2 Where Shares confer a right to vote, votes may be exercised:

- (a) on a show of hands by every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy, in which case, each Shareholder holding Shares with votes shall have one vote; or
- (b) on a poll by every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy, in which case, each Shareholder holding Shares with votes shall have one vote for each such Share held.

20 MODIFICATION OF RIGHTS

Subject to the provisions of the Act, all or any of the special rights for the time being attached to any class of Shares for the time being issued (unless otherwise provided by the terms of issue of that class) may from time to time (whether or not the company is being wound up) be varied or abrogated with the consent in writing of the holders of not less than three-quarters of the issued Shares of that class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of such Shares. To every such separate general meeting all the provisions of these Articles as to general meetings of the company shall mutatis mutandis apply, but so that the necessary quorum shall be one person at least holding or representing by proxy not less than one-third of the issued Shares of the class; that every holder of Shares of the class shall be entitled on a poll to one vote for every Share held by him; and that any holder of Shares of the class present in person or by proxy may demand a poll.

21 SHARE TRANSFERS – GENERAL

21.1 In this article, references to the transfer of a Share includes a disposition of any interest in any Share (or the income or capital or other rights thereto) whether legal, beneficial or otherwise, including the entry into any option or other agreement (conditionally or otherwise) for the possible sale or transfer thereof or grant of any security thereover, and whether or not for consideration or by written disposition or otherwise.

21.2 No Share may be transferred unless the transfer is made in accordance with these Articles.

21.3 The instrument of transfer of a Share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor (but need not be executed by or on behalf of the transferee). The transferor shall remain the holder of the Shares concerned until the name of the transferee is entered in the register of members in respect of them.

21.4 The directors may refuse to register the transfer of any Share:

- (a) on which the company has a lien; or
- (b) unless:
 - (i) the transfer instrument is lodged at the company's registered office or at such other place in England as the directors may appoint and is accompanied by the certificate for the Shares to which it relates (or a suitable indemnity in respect thereof) and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer;
 - (ii) it is in respect of only one class of Shares; and
 - (iii) it is in favour of not more than four transferees; or
- (c) to a person who is (or who the directors reasonably believe to be) under 18 years of age or who does not have (or who the directors reasonably believe does not have) the legal capacity freely to dispose of any Share.

22 QUORUM AT SHAREHOLDERS' MEETINGS

22.1 No business shall be transacted at any general meeting (including any adjournment thereof) unless a quorum of Shareholders is present at the time when the meeting proceeds to business and throughout the meeting. The quorum at a general meeting shall, subject to the provisions of Article 22.2, be two Shareholders.

22.2 If, at any time, there is only one Shareholder the quorum at a general meeting shall be reduced to one but only for so long as there is one Shareholder.

23 VOTING AT SHAREHOLDERS' MEETINGS

23.1 At any general meeting (including any adjournment thereof) the chairman of such meeting shall not have a second or casting vote on an equality of votes, whether on a show of hands or on a poll.

23.2 A corporation being a Shareholder shall be deemed to be personally present if represented by a duly authorised representative.

24 POLL VOTES AT SHAREHOLDERS' MEETINGS

24.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

24.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

25 PROXIES

25.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

25.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article.

26 NOTICES

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

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or 5 Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article 26.1, no account shall be taken of any part of a day that is not a Business Day.

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

27 INDEMNITY AND INSURANCE

27.1 Subject to Article 27.2 but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

- (a) each Relevant Officer shall be indemnified by the company out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer:

- (i) in the actual or purported execution and/or discharge of his duties, or in relation thereto; and
- (ii) in relation to the activities of a company (whether or not the company) that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Act) acting in this capacity,

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted, or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part, or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's affairs; and

- (b) the company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 27.1(a) and otherwise may take any action to enable such Relevant Officer to avoid incurring such expenditure.

27.2 Article 27.1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

27.3 The company shall, at the expense of the company, effect and maintain for each director policies of insurance insuring each director against any Relevant Loss. The company may choose to do the same for any Relevant Officer who is not a director.

27.4 In this Article:

- (a) **"Relevant Loss"** means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the company or any pension fund or employees' share scheme of the company; and
- (b) **"Relevant Officer"** means any director or other officer or former director or other officer of the company.