



# Facebook–Cambridge Analytica data scandal

In the 2010s, personal data belonging to millions of Facebook users was collected without their consent by British consulting firm Cambridge Analytica, predominantly to be used for political advertising.<sup>[1][a]</sup>

The data was collected through an app called "This Is Your Digital Life", developed by data scientist Aleksandr Kogan and his company Global Science Research in 2013.<sup>[2]</sup> The app consisted of a series of questions to build psychological profiles on users, and collected the personal data of the users' Facebook friends via Facebook's Open Graph platform.<sup>[2]</sup> The app harvested the data of up to 87 million Facebook profiles.<sup>[2]</sup> Cambridge Analytica used the data to analytically assist the 2016 presidential campaigns of Ted Cruz and Donald Trump.<sup>[3][4]</sup> Cambridge Analytica was also widely accused of interfering with the Brexit referendum, although the official investigation recognised that the company was not involved "beyond some initial enquiries" and that "no significant breaches" took place.<sup>[5][6]</sup>

In interviews with The Guardian and The New York Times, information about the data misuse was disclosed in 2018 by Christopher Wylie, a former Cambridge Analytica employee.<sup>[7]</sup> In response, Facebook apologized for their role in the data harvesting and their CEO Mark Zuckerberg testified in front of Congress.<sup>[7]</sup> In July 2019, it was announced that Facebook was to be fined \$5 billion by the Federal Trade Commission due to its privacy violations.<sup>[8]</sup> In October 2019, Facebook agreed to pay a £500,000 fine to the UK Information Commissioner's Office for exposing the data of its users to a "serious risk of harm".<sup>[9]</sup> In May 2018, Cambridge Analytica filed for Chapter 7 bankruptcy.<sup>[10]</sup>

Other advertising agencies have been implementing various forms of psychological targeting for years and Facebook had patented a similar technology in 2012.<sup>[11]</sup> Nevertheless, Cambridge Analytica's methods and their high-profile clients — including the Trump presidential campaign and the UK's Leave.EU campaign<sup>[12]</sup> — brought the problems of psychological targeting that scholars have been warning against to public awareness.<sup>[11]</sup> The scandal sparked an increased public interest in privacy and social media's influence on politics. The online movement #DeleteFacebook trended on Twitter.<sup>[13]</sup>

## Overview

Aleksandr Kogan, a data scientist at the University of Cambridge, was hired by Cambridge Analytica, an offshoot of SCL Group, to develop an app called "This Is Your Digital Life" (sometimes stylized as "thisisyourdigitallife").<sup>[14][15]</sup> Cambridge Analytica then arranged an informed consent process for research in which several hundred thousand Facebook users would agree to complete a survey for payment that was only for academic use.<sup>[14][16]</sup> However, Facebook allowed this app not only to collect personal information from survey respondents but also from respondents' Facebook friends.<sup>[14]</sup> In this way, Cambridge Analytica acquired data from millions of Facebook users.<sup>[14]</sup>

The collection of personal data by Cambridge Analytica was first reported in December 2015 by Harry Davies, a journalist for The Guardian. He reported that Cambridge Analytica was working for United States Senator Ted Cruz using data harvested from millions of people's Facebook accounts without their consent.<sup>[17]</sup> Further reports followed in November 2016 by McKenzie Funk for the New York Times Sunday Review,<sup>[18]</sup> December 2016 by Hannes Grasseger and Mikael Krogerus for the Swiss publication Das Magazin (later translated and published by Vice),<sup>[19]</sup> in February 2017 by Carole Cadwalladr for The Guardian (starting in February 2017),<sup>[20]</sup> and in March 2017 by Mattathias Schwartz for The Intercept.<sup>[21]</sup> According to PolitiFact, in his 2016 presidential campaign, Trump paid Cambridge Analytica in September, October, and November for data on Americans and their political preferences.<sup>[22]</sup>

Information on the data breach came to a head in March 2018 with the emergence of a whistleblower, an ex-Cambridge Analytica employee Christopher Wylie. He had been an anonymous source for an article in 2017 in The Observer by Cadwalladr, headlined "The Great British Brexit Robbery".<sup>[16]</sup> Cadwalladr worked with Wylie for a year to coax him to come forward as a whistleblower.<sup>[23]</sup> She later brought in Channel 4 News in the UK and The New York Times due to legal threats against The Guardian and The Observer by Cambridge Analytica.<sup>[24]</sup> Kogan's name change to Aleksandr Spectre, which resulted in the ominous "Dr. Spectre", added to the intrigue and popular appeal of the story.<sup>[25][26]</sup>

*The Guardian* and *The New York Times* published articles simultaneously on March 17, 2018.<sup>[27][28]</sup> More than \$100 billion was knocked off Facebook's market capitalization in days<sup>[29]</sup> and politicians in the US and UK demanded answers from Facebook CEO Mark Zuckerberg. The negative public response to the media coverage eventually led to him agreeing to testify in front of the United States Congress.<sup>[30]</sup> Meghan McCain drew an equivalence between the use of data by Cambridge Analytica and Barack Obama's 2012 presidential campaign;<sup>[31][32][33]</sup> PolitiFact, however, alleged that this data was not used in an unethical way, since Obama's campaign used this data to "have their supporters contact their most persuadable friends" rather than using this data for highly targeted digital ads on websites such as Facebook.<sup>[34]</sup>

## Data characteristics

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### Numbers

*Wired*, *The New York Times*, and *The Observer* reported that the data-set had included information on 50 million Facebook users.<sup>[35][36]</sup> While Cambridge Analytica claimed it had only collected 30 million Facebook user profiles,<sup>[37]</sup> Facebook later confirmed that it actually had data on potentially over 87 million users,<sup>[38]</sup> with 70.6 million of those people from the United States.<sup>[39]</sup> Facebook estimated that California was the most affected U.S. state, with 6.7 million impacted users, followed by Texas, with 5.6 million, and Florida, with 4.3 million.<sup>[40]</sup> Data was collected on at least 30 million users while only 270,000 people downloaded the app.<sup>[35]</sup>

### Information

Facebook sent a message to those users believed to be affected, saying the information likely included one's "public profile, page likes, birthday and current city".<sup>[41]</sup> Some of the app's users gave the app permission to access their News Feed, timeline, and messages.<sup>[42]</sup> The data was detailed enough for Cambridge Analytica to create psychographic profiles of the subjects of the data.<sup>[36]</sup> The data also included the locations of each person.<sup>[36]</sup> For a given political campaign, each profile's information suggested what type of advertisement would be most effective to persuade a particular person in a particular location for some political event.<sup>[36][43]</sup>

## Data use

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### Ted Cruz campaign

In 2016, American senator Ted Cruz hired Cambridge Analytica to aid his presidential campaign.<sup>[44]</sup> The Federal Election Commission reported that Cruz paid the company \$5.8 million in services.<sup>[44]</sup> Although Cambridge Analytica was not well known at the time, this is when it started to create individual psychographic profiles.<sup>[44]</sup> This data was then used to create tailored advertisements for each person to sway them into voting for Cruz.<sup>[44]</sup>



Ted Cruz campaign logo

### Donald Trump campaign

Donald Trump's 2016 presidential campaign used the harvested data to build psychographic profiles, determining users' personality traits based on their Facebook activity.<sup>[45]</sup> The campaign team used this information as a micro-targeting technique, displaying customized messages about Trump to different US voters on various digital platforms.<sup>[46]</sup> Ads were segmented into different categories, mainly based on whether individuals were Trump supporters or potential swing votes.<sup>[46]</sup> As described by Cambridge Analytica's CEO, the key was to identify those who might be enticed to vote for their client or be discouraged to vote for their opponent.<sup>[47]</sup> Supporters of Trump received triumphant visuals of him, as well as information regarding polling stations.<sup>[46]</sup> Swing voters were instead often shown images of Trump's more notable supporters and negative graphics or



Donald Trump campaign logo before the selection of Mike Pence as running mate

ideas about his opponent, Hillary Clinton.<sup>[46]</sup> For example, the collected data was specifically used by "Make America Number 1 Super PAC" to attack Clinton through constructed advertisements that accused Clinton of corruption as a way of propping up Trump as a better candidate for the presidency.<sup>[22]</sup>

However, a former Cambridge Analytica employee, Brittany Kaiser, was asked "Is it absolutely proven that the Trump campaign relied on the data that had been illicitly obtained from Facebook?" She responded: "It has not been proven, because the difficult thing about proving a situation like that is that you need to do a forensic analysis of the database".<sup>[48]</sup>

## Alleged usage

### Russia

In 2018, the Parliament of the United Kingdom questioned SCL Group director Alexander Nix in a hearing about Cambridge Analytica's connections with Russian oil company, Lukoil.<sup>[49][b]</sup> Nix stated he had no connections to the two companies despite concerns that the oil company was interested in how the company's data was used to target American voters.<sup>[49]</sup> Cambridge Analytica had become a point of focus in politics since its involvement in Trump's campaign at this point.<sup>[49]</sup> Democratic officials made it a point of emphasis for improved investigation over concerns of Russian ties with Cambridge Analytica. It was later confirmed by Christopher Wylie that Lukoil was interested in the company's data regarding political targeting.<sup>[49]</sup>

### Brexit

Cambridge Analytica was allegedly hired as a consultant company for Leave.EU and the UK Independence Party during 2016, as an effort to convince people to support Brexit.<sup>[54]</sup> These rumors were the result of the leaked internal emails that were shared with the British parliament.<sup>[55]</sup> Brittany Kaiser declared that the datasets that Leave.EU used to create databases were provided by Cambridge Analytica.<sup>[56]</sup> These datasets composed of the data obtained from Facebook were said to be work done as an initial job deliverable for them. Although Arron Banks, co-founder of Leave.EU, denied any involvement with the company, he later declared "When we said we'd hired Cambridge Analytica, maybe a better choice of words could have been deployed."<sup>[57]</sup> The official investigation by the UK Information Commissioner found that Cambridge Analytica was not involved "beyond some initial enquiries" and the regulator did not identify any "significant breaches" of data protection legislation or privacy or marketing regulations "which met the threshold for formal regulatory action".<sup>[5][6]</sup>

## Responses

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### Facebook and other companies



Facebook CEO Mark Zuckerberg

Facebook CEO Mark Zuckerberg first apologized for the situation with Cambridge Analytica on CNN,<sup>[58]</sup> calling it an "issue", a "mistake" and a "breach of trust". He explained that he was responding to the Facebook community's concerns and that the company's initial focus on data portability had shifted to locking down data; he also reminded the platform's users of their right of access to personal data.<sup>[59]</sup> Other Facebook officials argued against calling it a "data breach," arguing those who took the personality quiz originally consented to give away their information.<sup>[60]</sup> Zuckerberg pledged to make changes and reforms in Facebook policy to prevent similar breaches.<sup>[61]</sup> On March 25, 2018, Zuckerberg published a personal letter in various newspapers apologizing on behalf of Facebook.<sup>[62]</sup> In April, Facebook decided to implement the EU's General Data Protection Regulation in all areas of operation and not just the EU.<sup>[63]</sup>

In April 2018, Facebook established Social Science One as a response to the event.<sup>[64]</sup> On April 25, 2018, Facebook released their first earnings report since the scandal was reported. Revenue fell since the last quarter, but this is usual as it followed the holiday season quote. The quarter revenue was the highest for a first quarter, and the second

overall.<sup>[65]</sup>

Amazon said that they suspended Cambridge Analytica from using their Amazon Web Services when they learned in 2015 that their service was collecting personal information.<sup>[66]</sup> The Italian banking company UniCredit stopped advertising and marketing on Facebook in August 2018.<sup>[67]</sup>

## Governmental actions

The governments of India<sup>[68][69]</sup> and Brazil<sup>[70][71]</sup> demanded that Cambridge Analytica report how anyone used data from the breach in political campaigning, and various regional governments in the United States have lawsuits in their court systems from citizens affected by the data breach.<sup>[72]</sup>

In early July 2018, the United Kingdom's Information Commissioner's Office announced it intended to fine Facebook £500,000 (\$663,000) over the data breach, this being the maximum fine allowed at the time of the breach, saying Facebook "contravened the law by failing to safeguard people's information".<sup>[73]</sup>

In March 2019, a court filing by the U.S. Attorney General for the District of Columbia alleged that Facebook knew of Cambridge Analytica's "improper data-gathering practices" months before they were first publicly reported in December 2015.<sup>[74]</sup>

In July 2019, the Federal Trade Commission (FTC) voted 3-2 to approve fining Facebook \$5 billion to finally settle the investigation into the data breach.<sup>[8]</sup> The record-breaking settlement was one of the largest penalties ever assessed by the U.S. government for any violation.<sup>[75]</sup> In the ruling, the FTC cited Facebook's continued violations of FTC privacy orders from 2012, which included sharing users' data with apps used by their friends, facial recognition being enabled by default, and Facebook's use of user phone numbers for advertising purposes.<sup>[76]</sup> As a result, Facebook was made subject to a new 20-year settlement order.

In July 2019, the FTC sued Cambridge Analytica's CEO Alexander Nix and GSRApp developer Aleksandr Kogan. Both defendants agreed to administrative orders that restrict their future business dealings and to destroy both any collected personal data and any work product made from the data. The GSRApp collected information initially on up to 270,000 GSRApp users, then harvested data on up to 65 million Facebook friends. Cambridge Analytica declared bankruptcy.<sup>[77]</sup>

Again, in July 2019, Facebook has agreed to pay \$100 million to settle with the U.S. Securities and Exchange Commission for "misleading investors about the risks it faced from misuse of user data".<sup>[78]</sup> The SEC's complaint alleged that Facebook did not correct its existing disclosure for more than two years despite discovering the misuse of its users' information in 2015.<sup>[78]</sup>

## Impact on Facebook users and investors

Since April 2018, the first full month since the breaking of the Cambridge Analytica data breach, the number of likes, posts and shares on the site had decreased by almost 20%, and has decreased ever since, with the aforementioned activity only momentarily increasing during the summer and during the 2018 US midterm elections.<sup>[79]</sup> Despite this, user growth of the site has risen in the period since increased media coverage, increasing by 1.8% during the final quarter of 2018.<sup>[80]</sup>

On March 26, 2018, a little after a week after the story was initially published, Facebook stock fell by about 24%, equivalent to \$134 billion. By May 10, Wall Street reported that the company recovered their losses.<sup>[81]</sup>

## #DeleteFacebook movement

The public reacted to the data privacy breach by initiating the campaign #DeleteFacebook with the aim of starting a movement to boycott Facebook. The co-founder of WhatsApp, which is owned by Facebook, joined in on the movement by declaring it was time to delete the platform.<sup>[13]</sup> The hashtag was tweeted almost 400,000 times on Twitter within a 30-day period after news of the data breach.<sup>[82]</sup> 93% of the mentions of the hashtag actually appeared on Twitter, making it the main social media platform used to share the hashtag.<sup>[83]</sup> However, a survey by investment firm Raymond James found that although approximately 84% of Facebook users were concerned about how the app used their data, about 48% of those surveyed claimed they



Brittany Kaiser



wouldn't actually cut back on their usage of the social media network.<sup>[84]</sup> Additionally, in 2018, Mark Zuckerberg commented that he didn't think the company had seen "a meaningful number of people act" on deleting Facebook.<sup>[84]</sup>

An additional campaign and hashtag, #OwnYourData, was coined by Brittany Kaiser.<sup>[85]</sup> The hashtag was created by Kaiser as a Facebook campaign that pushed for increased transparency on the platform.<sup>[86]</sup> #OwnYourData was also used in Kaiser's petition for Facebook to alter their policies and give users increased power and control over their data, which she refers to as users' assets and property.<sup>[85]</sup> In addition to the hashtag, Kaiser also created the Own Your Data Foundation to promote increased digital intelligence education.<sup>[87]</sup>

## **The Great Hack**

The Facebook–Cambridge Analytica data scandal also received media coverage in the form of a 2019 Netflix documentary, *The Great Hack*.<sup>[88]</sup> This is the first feature-length media piece that ties together the various elements of the scandal through a narrative.<sup>[88]</sup> The documentary provides information on the background information and events related to Cambridge Analytica, Facebook, and the 2016 election that resulted in the overall data scandal.<sup>[89]</sup> *The Great Hack* communicates the experiences and personal journeys of multiple individuals that were involved in the event in different ways and through different relationships.<sup>[88][89]</sup> These individuals include David Carroll, Brittany Kaiser, and more.<sup>[89]</sup> David Carroll is a New York professor in the field of media that attempted to navigate the legal system in order to discover what data Cambridge Analytica had in possession about him.<sup>[89]</sup> Meanwhile, Brittany Kaiser is a former Cambridge Analytica employee that ultimately became a whistleblower for the data scandal.<sup>[89]</sup>

## **Witness and expert testimony**

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The United States Senate Judiciary Committee called witnesses to testify about the data breach and general data privacy.<sup>[30][90]</sup> They held two hearings, one focusing on Facebook's role in the breach and privacy on social media, and the other on Cambridge Analytica's role and its impact in data privacy. The former was held on April 10, 2018, where Mark Zuckerberg testified and Senator Chuck Grassley and Senator Dianne Feinstein gave statements.<sup>[91]</sup> The latter occurred on May 16, 2018, where Professor Eitan Hersh, Dr. Mark Jamison, and Christopher Wylie testified, while Senators Grassley and Feinstein again made statements.<sup>[92]</sup>

### **Mark Zuckerberg**

During his testimony before Congress on April 10, 2018, Zuckerberg said it was his personal mistake that he did not do enough to prevent Facebook from being used for harm. "That goes for fake news, foreign interference in elections and hate speech". During the testimony, Mark Zuckerberg publicly apologized for the breach of private data: "It was my mistake, and I'm sorry. I started Facebook, I run it, and I'm responsible for what happens here".<sup>[93]</sup>

Zuckerberg said that in 2013 Aleksandr Kogan had created a personality quiz app, which was installed by 300,000 people.<sup>[94]</sup> The app was then able to retrieve Facebook information, including that of the users' friends, and this was obtained by Kogan. It was not until 2015 that Zuckerberg learned that these users' information was shared by Kogan with Cambridge Analytica. Cambridge Analytica was subsequently asked to remove all the data. It was later discovered by *The Guardian*, *The New York Times* and Channel 4 that the data had in fact not been deleted.<sup>[95]</sup>

### **Eitan Hersh**

In 2015, Professor Eitan Hersh published *Hacking the Electorate: How Campaigns Perceive Voters*,<sup>[96]</sup> which analyzed the databases used for campaigns between 2008 and 2014. On May 6, 2018, Eitan Hersh, a professor of political science at Tufts University<sup>[97]</sup> testified before Congress as an expert on voter targeting.<sup>[98]</sup>

Hersh claimed that the voter targeting by Cambridge Analytica did not excessively affect the outcome of the 2016 election because the techniques used by Cambridge Analytica were similar to those of presidential campaigns well before 2016. Further, he claimed that the correlation between user "likes" and personality traits were weak and thus the psychological profiling of users were also weak.<sup>[98]</sup>

## Mark Jamison

Dr. Mark Jamison, the director and Gunter Professor of the Public Utility Research Center at the University of Florida, testified before Congress on May 6, 2018, as an expert.<sup>[99]</sup> Jamison reiterated that it was not unusual for presidential campaigns to use data like Facebook's data to profile voters; Presidents Barack Obama and George W. Bush also used models to micro-target voters.<sup>[100]</sup> Jamison criticized Facebook for not being "clear and candid with its users" because the users were not aware of the extent that their data would be used. Jamison finished his testimony by saying that if the federal government were to regulate voter targeting to happen on sites like Facebook, it would harm the users of those sites because it would be too restrictive of those sites and would make things worse for regulators.<sup>[101]</sup>

## Christopher Wylie

On May 16, 2018, Christopher Wylie, who is considered the "whistleblower" on Cambridge Analytica and also served as Cambridge Analytica's Director of Research in 2013 and 2014,<sup>[102]</sup> also testified to the United States Senate Judiciary Committee.<sup>[103]</sup> He was considered a witness to both British and American authorities, and he claims he decided to whistle-blow to "protect democratic institutions from rogue actors and hostile foreign interference, as well as ensure the safety of Americans online."<sup>[90]</sup> He claimed that at Cambridge Analytica "anything goes" and that Cambridge Analytica was "a corrupting force in the world." He detailed to Congress how Cambridge Analytica used Facebook's data to categorize people into groups based on political ideology.<sup>[104]</sup> He also claimed that Eitan Hersh contradicted "copious amounts of peer-reviewed literature in top scientific journals, including the Proceedings of the National Academy of Sciences, Psychological Science, and Journal of Personality and Individual Differences" by saying that Facebook's categorizing of people were weak.<sup>[105]</sup>

Christopher Wylie also testified about Russian contact with Cambridge Analytica and the campaign, voter disengagement, and his thoughts on Facebook's response.<sup>[105]</sup>



Christopher Wylie during Cambridge Analytica protest

## Aftermath

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Following the downfall of Cambridge Analytica, a number of related companies have been established by people formerly affiliated with Cambridge Analytica, including Emerdata Limited and Auspex International.<sup>[106]</sup> At first, Julian Wheatland, the former CEO of Cambridge Analytica and former director of many SCL-connected firms, stated that they did not plan on reestablishing the two companies. Instead, the directors and owners of Cambridge and its London-based parent SCL group strategically positioned themselves to be acquired in the face of bankruptcy procedures and lawsuits. While employees of both companies dispersed to successor firms, Cambridge and SCL were acquired by Emerdata Limited, a data processing company. Wheatland responded to news of this story and emphasized that Emerdata would not inherit SCL companies' existing data or assets and that this information belongs to the administrators in charge of the SCL companies' bankruptcy. David Carroll, an American professor who sued Cambridge, stated that Emerdata was aiming to conceal the scandals and minimize further criticism.<sup>[107]</sup> Carroll's lawyers argued that Cambridge's court administrators were acting unlawfully by liquidating the company's assets prior to a full investigation being performed. While these administrators subjected SCL Group to criminal injury and a \$26,000 fine, a U.K. court denied Carroll's lawsuit, allowing SCL to disintegrate without turning over his data.

In October 2021, following Facebook employee Frances Haugen whistleblowing Facebook activities, NPR revisited the Cambridge Analytica data scandal by observing that Facebook neither took responsibility for their behavior there nor did consumers get any benefit of reform as a result.<sup>[108]</sup> In August 2022, Facebook agreed to settle a lawsuit seeking damages in the case for an undisclosed sum.<sup>[109]</sup> In December 2022, Meta Platforms agreed to pay \$725 million to settle a private class-action lawsuit related to the improper user data sharing with Cambridge Analytica and other third-party companies.<sup>[110][111]</sup>

## See also

- [AggregatIQ](#)
- [BeLeave](#)
- *The Great Hack*, 2019 documentary film
- [Russian interference in the 2016 Brexit referendum](#)
- [State-sponsored Internet propaganda](#)
- [Timeline of investigations into Trump and Russia \(2019\)](#)



## Notes

- Although users gave consent to the app with OAuth2, it was not [informed consent](#) with regards to the use for political advertising.
- During at least three meetings in Turkey and London in 2014 and 2015, executives associated with Alekperov's firm Lukoil allegedly questioned persons at the Alexander Nix associated firms SCL Group, which is closely associated with Aleksandr Kogan, and Cambridge Analytica, which is closely associated with Steve Bannon, who supported Donald Trump's 2016 campaign for President of the United States, and Robert Mercer, who supported Ted Cruz's campaign for President of the United States, about how United States election data about American voters could be used to target them according to Christopher Wylie.<sup>[50][51][52][53]</sup>

## References

- Chan, Rosalie. "The Cambridge Analytica whistleblower explains how the firm used Facebook data to sway elections" (<https://www.businessinsider.com/cambridge-analytica-whistleblower-christopher-wylie-facebook-data-2019-10>). *Business Insider*. Archived (<https://web.archive.org/web/20210129123154/https://www.businessinsider.com/cambridge-analytica-whistleblower-christopher-wylie-facebook-data-2019-10>) from the original on January 29, 2021. Retrieved May 7, 2020.
- Meredith, Sam (April 10, 2018). "Facebook-Cambridge Analytica: A timeline of the data hijacking scandal" (<https://www.cnn.com/2018/04/10/facebook-cambridge-analytica-a-timeline-of-the-data-hijacking-scandal.html>). *CNN*. Archived (<https://web.archive.org/web/20181019111240/https://www.cnn.com/2018/04/10/facebook-cambridge-analytica-a-timeline-of-the-data-hijacking-scandal.html>) from the original on October 19, 2018. Retrieved May 8, 2020.
- Confessore, Nicholas (April 4, 2018). "Cambridge Analytica and Facebook: The Scandal and the Fallout So Far" (<https://www.nytimes.com/2018/04/04/us/politics/cambridge-analytica-scandal-fallout.html>). *The New York Times*. ISSN 0362-4331 (<https://search.worldcat.org/issn/0362-4331>). Archived (<https://web.archive.org/web/20201011222703/https://www.nytimes.com/2018/04/04/us/politics/cambridge-analytica-scandal-fallout.html>) from the original on October 11, 2020. Retrieved May 8, 2020.
- Smith, Allan. "There's an open secret about Cambridge Analytica in the political world: It doesn't have the 'secret sauce' it claims" (<https://www.businessinsider.com/cambridge-analytica-facebook-scandal-trump-cruz-operatives-2018-3>). *Business Insider*. Archived (<https://web.archive.org/web/20200731112500/https://www.businessinsider.com/cambridge-analytica-facebook-scandal-trump-cruz-operatives-2018-3>) from the original on July 31, 2020. Retrieved May 8, 2020.
- Kaminska, Izabella (October 7, 2020). "Cambridge Analytica probe finds no evidence it misused data to influence Brexit" (<https://www.ft.com/content/aa235c45-76fb-46fd-83da-0bdf0946de2d>). *The Financial Times*. Archived (<https://web.archive.org/web/20210116070926/https://www.ft.com/content/aa235c45-76fb-46fd-83da-0bdf0946de2d>) from the original on January 16, 2021. Retrieved October 21, 2020.
- "Cambridge Analytica 'not involved' in Brexit referendum, says watchdog" (<https://web.archive.org/web/20201009211245/https://www.bbc.co.uk/news/uk-politics-54457407>). *BBC*. October 7, 2020. Archived from the original (<https://www.bbc.co.uk/news/uk-politics-54457407>) on October 9, 2020. Retrieved October 21, 2020.

7. Ma, Alexandra; Gilbert, Ben. "Facebook understood how dangerous the Trump-linked data firm Cambridge Analytica could be much earlier than it previously said. Here's everything that's happened up until now" (<https://www.businessinsider.com/cambridge-analytica-a-guide-to-the-trump-linked-data-firm-that-harvested-50-million-facebook-profiles-2018-3>). *Business Insider*. Archived (<https://web.archive.org/web/20210126105127/https://www.businessinsider.com/cambridge-analytica-a-guide-to-the-trump-linked-data-firm-that-harvested-50-million-facebook-profiles-2018-3>) from the original on January 26, 2021. Retrieved May 8, 2020.
8. "Facebook to be fined \$5bn for Cambridge Analytica privacy violations – reports" (<https://www.theguardian.com/technology/2019/jul/12/facebook-fine-ftc-privacy-violations>). *The Guardian*. July 12, 2019. Archived (<https://web.archive.org/web/20201102183406/https://www.theguardian.com/technology/2019/jul/12/facebook-fine-ftc-privacy-violations>) from the original on November 2, 2020. Retrieved July 13, 2019.
9. "Facebook agrees to pay Cambridge Analytica fine to UK" (<https://web.archive.org/web/20191030114434/https://www.bbc.co.uk/news/technology-50234141>). *BBC*. October 30, 2019. Archived from the original (<https://www.bbc.co.uk/news/technology-50234141>) on October 30, 2019. Retrieved October 21, 2020.
10. "Cambridge Analytica files for bankruptcy in U.S. following Facebook debacle" (<https://www.reuters.com/article/idUSL3N1SP3NP>). *Reuters*. May 18, 2018. Archived (<https://web.archive.org/web/20210112210141/https://www.reuters.com/article/idUSL3N1SP3NP>) from the original on January 12, 2021. Retrieved January 11, 2021.
11. Matz, Sandra; Appel, Ruth; Kosinski, Michal (February 2020). John, Leslie; Slepian, Michael; Tamir, Diana (eds.). "Privacy in the age of psychological targeting". *Current Opinion in Psychology*. **31**: 116–121. doi:10.1016/j.copsyc.2019.08.010 (<https://doi.org/10.1016%2Fj.copsyc.2019.08.010>). PMID 31563799 (<https://pubmed.ncbi.nlm.nih.gov/31563799>). S2CID 202255877 (<https://api.semanticscholar.org/CorpusID:202255877>).
12. "Cambridge Analytica did work for Leave. EU, emails confirm" (<https://www.theguardian.com/uk-news/2019/jul/30/cambridge-analytica-did-work-for-leave-eu-emails-confirm>). *The Guardian*.
13. Chen, Brian X. (March 21, 2018). "Want to #DeleteFacebook? You Can Try" (<https://www.nytimes.com/2018/03/21/technology/personaltech/delete-facebook.html>). *The New York Times*. ISSN 0362-4331 (<https://search.worldcat.org/issn/0362-4331>). Archived (<https://web.archive.org/web/20210130222018/https://www.nytimes.com/2018/03/21/technology/personaltech/delete-facebook.html>) from the original on January 30, 2021. Retrieved May 8, 2020.
14. Graham-Harrison, Emma; Cadwalladr, Carole (March 17, 2018). "Revealed: 50 million Facebook profiles harvested for Cambridge Analytica in major data breach" (<https://www.theguardian.com/news/2018/mar/17/cambridge-analytica-facebook-influence-us-election>). *The Guardian*. Archived (<https://web.archive.org/web/20180318001541/https://www.theguardian.com/news/2018/mar/17/cambridge-analytica-facebook-influence-us-election>) from the original on March 18, 2018.
15. "Facebook says 300,000 Australians may have had their data 'improperly shared'" (<http://www.abc.net.au/news/2018-04-05/facebook-raises-cambridge-analytica-estimates/9620652>). *ABC News*. April 5, 2018. Archived (<https://web.archive.org/web/20190824204516/https://www.abc.net.au/news/2018-04-05/facebook-raises-cambridge-analytica-estimates/9620652>) from the original on August 24, 2019. Retrieved May 17, 2018.
16. Cadwalladr, Carole (May 7, 2017). "The great British Brexit robbery: how our democracy was hijacked" (<https://www.theguardian.com/technology/2017/may/07/the-great-british-brexite-robbery-hijacked-democracy>). *The Guardian*. ISSN 0261-3077 (<https://search.worldcat.org/issn/0261-3077>). Archived (<https://web.archive.org/web/20200118093155/https://www.theguardian.com/technology/2017/may/07/the-great-british-brexite-robbery-hijacked-democracy>) from the original on January 18, 2020. Retrieved March 23, 2020.
17. Davies, Harry (December 11, 2015). "Ted Cruz campaign using firm that harvested data on millions of unwitting Facebook users" (<https://www.theguardian.com/us-news/2015/dec/11/senator-ted-cruz-president-campaign-facebook-user-data>). *The Guardian*. Archived (<https://web.archive.org/web/20160216175150/http://www.theguardian.com/us-news/2015/dec/11/senator-ted-cruz-president-campaign-facebook-user-data>) from the original on February 16, 2016.
18. Funk, McKenzie (November 19, 2016). "Opinion | Cambridge Analytica and the Secret Agenda of a Facebook Quiz (Published 2016)" (<https://www.nytimes.com/2016/11/20/opinion/cambridge-analytica-facebook-quiz.html>). *The New York Times*. ISSN 0362-4331 (<https://search.worldcat.org/issn/0362-4331>). Archived (<https://web.archive.org/web/20201030211815/https://www.nytimes.com/2016/11/20/opinion/cambridge-analytica-facebook-quiz.html>) from the original on October 30, 2020. Retrieved October 27, 2020.
19. Krogerus, Hannes Grassegger & Mikael (January 28, 2017). "The Data That Turned the World Upside Down" ([https://www.vice.com/en\\_us/article/mg9vvn/how-our-likes-helped-trump-win](https://www.vice.com/en_us/article/mg9vvn/how-our-likes-helped-trump-win)). *Vice*. Archived ([https://web.archive.org/web/20171201235919/https://www.vice.com/en\\_us/article/mg9vvn/how-our-likes-helped-trump-win](https://web.archive.org/web/20171201235919/https://www.vice.com/en_us/article/mg9vvn/how-our-likes-helped-trump-win)) from the original on December 1, 2017. Retrieved May 8, 2020.
20. Cadwalladr, Carole (February 26, 2017). "Revealed: how US billionaire helped to back Brexit" (<https://www.theguardian.com/politics/2017/feb/26/us-billionaire-mercator-helped-back-brexite>). *The Observer*. ISSN 0029-7712 (<https://search.worldcat.org/issn/0029-7712>). Archived (<https://web.archive.org/web/20190805071633/https://www.theguardian.com/politics/2017/feb/26/us-billionaire-mercator-helped-back-brexite>) from the original on August 5, 2019. Retrieved May 8, 2020.
21. Schwartz, Mattathias (March 30, 2017). "Facebook Failed to Protect 30 Million Users From Having Their Data Harvested by Trump Campaign Affiliate" (<https://theintercept.com/2017/03/30/facebook-failed-to-protect-30-million-users-from-having-their-data-harvested-by-trump-campaign-affiliate/>). *The Intercept*. Archived (<https://web.archive.org/web/20180326152829/https://theintercept.com/2017/03/30/facebook-failed-to-protect-30-million-users-from-having-their-data-harvested-by-trump-campaign-affiliate/>) from the original on March 26, 2018. Retrieved May 8, 2020.



22. "PolitiFact - Trump campaign used Cambridge Analytica in final months of campaign" (<https://www.politifact.com/factchecks/2018/mar/21/jack-posopiec/trump-campaign-used-cambridge-analytica-final-mont/>). @politifact. Archived (<https://web.archive.org/web/20200421215237/https://www.politifact.com/factchecks/2018/mar/21/jack-posopiec/trump-campaign-used-cambridge-analytica-final-mont/>) from the original on April 21, 2020. Retrieved April 1, 2020.
23. "British investigative journalist Carole Cadwalladr sticks it to the gods of Silicon Valley in Vancouver TED talk" (<https://www.straight.com/tech/1229431/british-investigative-journalist-carole-cadwalladr-sticks-it-gods-silicon-valley>). *The Georgia Straight*. April 17, 2019. Archived (<https://web.archive.org/web/20200731065807/https://www.straight.com/tech/1229431/british-investigative-journalist-carole-cadwalladr-sticks-it-gods-silicon-valley>) from the original on July 31, 2020. Retrieved May 8, 2020.
24. Judah, Ben. "Britain's Most Polarizing Journalist" (<https://www.theatlantic.com/international/archive/2019/09/carole-cadwalladr-guardian-facebook-cambridge-analytica/597664/>). *The Atlantic*. ISSN 1072-7825 (<https://search.worldcat.org/issn/1072-7825>). Archived (<https://web.archive.org/web/20200414033942/https://www.theatlantic.com/international/archive/2019/09/carole-cadwalladr-guardian-facebook-cambridge-analytica/597664/>) from the original on April 14, 2020. Retrieved May 8, 2020.
25. "Who is Dr Aleksandr Kogan, the Cambridge academic accused of misusing Facebook data?" (<https://www.varsity.co.uk/news/15192>). *varsity.co.uk*. Archived (<https://web.archive.org/web/2020071121047/https://www.varsity.co.uk/news/15192>) from the original on July 11, 2020. Retrieved March 21, 2018.
26. "Cambridge Analytica's Shady Professor "Dr. Spectre" Is a Perfect Trump Villain" (<https://www.spin.com/2018/03/dr-spectre-cambridge-analytica-perfect-trump-villain/>). *spin.com*. March 19, 2018. Archived (<https://web.archive.org/web/20200711153154/https://www.spin.com/2018/03/dr-spectre-cambridge-analytica-perfect-trump-villain/>) from the original on July 11, 2020. Retrieved July 11, 2020.
27. Rosenberg, Matthew; Confessore, Nicholas; Cadwalladr, Carole (March 17, 2018). "How Trump Consultants Exploited the Facebook Data of Millions" (<https://www.nytimes.com/2018/03/17/us/politics/cambridge-analytica-trump-campaign.html>). *The New York Times*. ISSN 0362-4331 (<https://search.worldcat.org/issn/0362-4331>). Archived (<https://web.archive.org/web/20180317131953/https://www.nytimes.com/2018/03/17/us/politics/cambridge-analytica-trump-campaign.html>) from the original on March 17, 2018. Retrieved May 8, 2020.
28. Cadwalladr, Carole; Graham-Harrison, Emma (March 17, 2018). "Revealed: 50 million Facebook profiles harvested for Cambridge Analytica in major data breach" (<https://www.theguardian.com/news/2018/mar/17/cambridge-analytica-facebook-influence-us-election>). *The Guardian*. ISSN 0261-3077 (<https://search.worldcat.org/issn/0261-3077>). Archived (<https://web.archive.org/web/20180318001541/https://www.theguardian.com/news/2018/mar/17/cambridge-analytica-facebook-influence-us-election>) from the original on March 18, 2018. Retrieved May 8, 2020.
29. Neate, Rupert (July 26, 2018). "Over \$119bn wiped off Facebook's market cap after growth shock" (<https://www.theguardian.com/technology/2018/jul/26/facebook-market-cap-falls-109bn-dollars-after-growth-shock>). *The Guardian*. ISSN 0261-3077 (<https://search.worldcat.org/issn/0261-3077>). Archived (<https://web.archive.org/web/20201128133858/https://www.theguardian.com/technology/2018/jul/26/facebook-market-cap-falls-109bn-dollars-after-growth-shock>) from the original on November 28, 2020. Retrieved May 8, 2020.
30. Watson, Chloe (April 11, 2018). "The key moments from Mark Zuckerberg's testimony to Congress" (<https://www.theguardian.com/technology/2018/apr/11/mark-zuckerbergs-testimony-to-congress-the-key-moments>). *The Guardian*. ISSN 0261-3077 (<https://search.worldcat.org/issn/0261-3077>). Archived (<https://web.archive.org/web/20201210022820/https://www.theguardian.com/technology/2018/apr/11/mark-zuckerbergs-testimony-to-congress-the-key-moments>) from the original on December 10, 2020. Retrieved May 8, 2020.
31. "Funny, When Obama Harvested Facebook Data On Millions Of Users To Win In 2012, Everyone Cheered (<https://web.archive.org/web/20190220020940/https://www.investors.com/politics/editorials/facebook-data-scandal-trump-election-obama-2012/>)". *Investor's Business Daily*. March 19, 2018.
32. "Why Are We Only Now Talking About Facebook And Elections?" (<https://www.forbes.com/sites/kalevleetaru/2018/03/19/why-are-we-only-now-talking-about-facebook-and-elections/>) Archived (<https://web.archive.org/web/20190806023619/https://www.forbes.com/sites/kalevleetaru/2018/03/19/why-are-we-only-now-talking-about-facebook-and-elections/>) August 6, 2019, at the *Wayback Machine*". *Forbes*. March 19, 2018.
33. "Former Facebook staffer, Obama campaign boss reveal concerns about Facebook data (<http://www.news.com.au/technology/online/security/former-obama-campaign-boss-reveals-how-they-could-access-creepy-facebook-data/news-story/5a275b7c9f540fc9542f5256e644e26e>) Archived (<https://web.archive.org/web/20190524190825/https://www.news.com.au/technology/online/security/former-obama-campaign-boss-reveals-how-they-could-access-creepy-facebook-data/news-story/5a275b7c9f540fc9542f5256e644e26e>) May 24, 2019, at the *Wayback Machine*". *News.com.au*. March 21, 2018.
34. "Comparing Facebook data use by Obama, Cambridge Analytica" (<https://www.politifact.com/truth-o-meter/statements/2018/mar/22/meghan-mccain/comparing-facebook-data-use-obama-cambridge-analyt/>). PolitiFact. Archived (<https://web.archive.org/web/20190818233042/https://www.politifact.com/truth-o-meter/statements/2018/mar/22/meghan-mccain/comparing-facebook-data-use-obama-cambridge-analyt/>) from the original on August 18, 2019. Retrieved May 24, 2019.
35. "Facebook Exposed 87 Million Users to Cambridge Analytica" (<https://www.wired.com/story/facebook-exposed-87-million-users-to-cambridge-analytica/>). *Wired*. ISSN 1059-1028 (<https://search.worldcat.org/issn/1059-1028>). Archived (<https://web.archive.org/web/20200408113730/https://www.wired.com/story/facebook-exposed-87-million-users-to-cambridge-analytica/>) from the original on April 8, 2020. Retrieved March 23, 2020.

36. Rosenberg, Matthew; Confessore, Nicholas; Cadwalladr, Carole (March 17, 2018). "How Trump Consultants Exploited the Facebook Data of Millions" (<https://www.nytimes.com/2018/03/17/us/politics/cambridge-analytica-trump-campaign.html>). *The New York Times*. Archived (<https://web.archive.org/web/20180317131953/https://www.nytimes.com/2018/03/17/us/politics/cambridge-analytica-trump-campaign.html>) from the original on March 17, 2018.
37. "Facebook to send Cambridge Analytica data-use notices to 87 million users today" (<https://www.nbcnews.com/tech/social-media/facebook-send-cambridge-analytica-data-use-notices-monday-n863811>). *NBC News*. Associated Press. April 9, 2018. Archived (<https://web.archive.org/web/20190610041540/https://www.nbcnews.com/tech/social-media/facebook-send-cambridge-analytica-data-use-notices-monday-n863811>) from the original on June 10, 2019. Retrieved April 9, 2018.
38. Kozłowska, Hanna (April 4, 2018). "The Cambridge Analytica scandal affected 87 million people, Facebook says" (<https://qz.com/1245049/the-cambridge-analytica-scandal-affected-87-million-people-facebook-says/>). *Quartz*. Archived (<https://web.archive.org/web/20190419154829/https://qz.com/1245049/the-cambridge-analytica-scandal-affected-87-million-people-facebook-says/>) from the original on April 19, 2019. Retrieved April 5, 2018.
39. Horwitz, Josh (April 5, 2018). "Outside US, Philippines saw most Facebook user data go to Cambridge Analytica" (<https://qz.com/1245355/outside-us-philippines-saw-most-facebook-user-data-go-to-cambridge-analytica/>). *Quartz*. Archived (<https://web.archive.org/web/20180408052240/https://qz.com/1245355/outside-us-philippines-saw-most-facebook-user-data-go-to-cambridge-analytica/>) from the original on April 8, 2018. Retrieved April 5, 2018.
40. Nieva, Richard (June 13, 2018). "Most Facebook users hit by Cambridge Analytica scandal are Californians" (<https://www.cnet.com/news/most-facebook-users-hit-by-cambridge-analytica-scandal-are-californians/>). CNET. Archived (<https://web.archive.org/web/20180725214539/https://www.cnet.com/news/most-facebook-users-hit-by-cambridge-analytica-scandal-are-californians/>) from the original on July 25, 2018. Retrieved June 13, 2018.
41. Coulter, Martin. "Find out if your Facebook data was shared with Cambridge Analytica" (<https://www.standard.co.uk/tech/how-to-find-out-if-your-facebook-data-was-shared-with-cambridge-analytica-using-new-tool-launched-by-a3810551.html>). *Evening Standard*. Archived (<https://web.archive.org/web/20180825070511/https://www.standard.co.uk/tech/how-to-find-out-if-your-facebook-data-was-shared-with-cambridge-analytica-using-new-tool-launched-by-a3810551.html>) from the original on August 25, 2018. Retrieved April 10, 2018.
42. Lapowsky, Iffie. "Cambridge Analytica Could Also Access Private Facebook Messages" (<https://www.wired.com/story/cambridge-analytica-private-facebook-messages/>). *Wired*. Archived (<https://web.archive.org/web/20190530111341/https://www.wired.com/story/cambridge-analytica-private-facebook-messages/>) from the original on May 30, 2019. Retrieved April 10, 2018.
43. Katyal, Sonia K. (2019). "Artificial Intelligence, Advertising, and Disinformation" (<https://muse.jhu.edu/article/745987>). *Advertising & Society Quarterly*. **20** (4). doi:10.1353/asr.2019.0026 (<https://doi.org/10.1353%2Fasr.2019.0026>). ISSN 2475-1790 (<https://search.worldcat.org/issn/2475-1790>). S2CID 213397212 (<https://api.semanticscholar.org/CorpusID:213397212>). Archived (<https://web.archive.org/web/20201028213611/https://muse.jhu.edu/article/745987>) from the original on October 28, 2020. Retrieved November 18, 2020.
44. Samsel, Patrick Svitek and Haley (March 20, 2018). "Ted Cruz says Cambridge Analytica told his presidential campaign its data use was legal" (<https://www.texastribune.org/2018/03/20/ted-cruz-campaign-cambridge-analytica/>). *The Texas Tribune*. Archived (<https://web.archive.org/web/20190926025052/https://www.texastribune.org/2018/03/20/ted-cruz-campaign-cambridge-analytica/>) from the original on September 26, 2019. Retrieved April 13, 2020.
45. Rosenberg, Matthew; Confessore, Nicholas; Cadwalladr, Carole (March 17, 2018). "How Trump Consultants Exploited the Facebook Data of Millions" (<https://www.nytimes.com/2018/03/17/us/politics/cambridge-analytica-trump-campaign.html>). *The New York Times*. ISSN 0362-4331 (<https://search.worldcat.org/issn/0362-4331>). Archived (<https://web.archive.org/web/20180317131953/https://www.nytimes.com/2018/03/17/us/politics/cambridge-analytica-trump-campaign.html>) from the original on March 17, 2018. Retrieved April 13, 2020.
46. Lewis, Paul; Hilder, Paul (March 23, 2018). "Leaked: Cambridge Analytica's blueprint for Trump victory" (<https://www.theguardian.com/uk-news/2018/mar/23/leaked-cambridge-analyticas-blueprint-for-trump-victory>). *The Guardian*. ISSN 0261-3077 (<https://search.worldcat.org/issn/0261-3077>). Archived (<https://web.archive.org/web/20190718074802/https://www.theguardian.com/uk-news/2018/mar/23/leaked-cambridge-analyticas-blueprint-for-trump-victory>) from the original on July 18, 2019. Retrieved April 13, 2020.
47. Isaak, Jim (August 8, 2018). Hanna, Mina (ed.). "User Data Privacy: Facebook, Cambridge Analytica, and Privacy Protection". *Computer*. **51** (8): 56–59. doi:10.1109/MC.2018.3191268 (<https://doi.org/10.1109%2FMC.2018.3191268>). S2CID 52047339 (<https://api.semanticscholar.org/CorpusID:52047339>).
48. "The Future Of Cyber Security Conference 24/9/20 - Brittany Kaiser on Cambridge Analytica and Trump" (<https://web.archive.org/web/20201108124233/https://www.youtube.com/watch?v=VWqIXxYZE>). Archived from the original (<https://www.youtube.com/watch?v=VWqIXxYZE>) on November 8, 2020 – via [www.youtube.com](https://www.youtube.com).
49. Hakim, Danny; Rosenberg, Matthew (March 17, 2018). "Data Firm Tied to Trump Campaign Talked Business With Russians" (<https://www.nytimes.com/2018/03/17/us/politics/cambridge-analytica-russia.html>). *The New York Times*. ISSN 0362-4331 (<https://search.worldcat.org/issn/0362-4331>). Archived (<https://web.archive.org/web/20211115171807/https://www.nytimes.com/2018/03/17/us/politics/cambridge-analytica-russia.html>) from the original on November 15, 2021. Retrieved April 13, 2020.

50. Hakim, Danny; Rosenberg, Matthew (March 17, 2018). "Data Firm Tied to Trump Campaign Talked Business With Russians" (<https://archive.today/20180318013153/https://www.nytimes.com/2018/03/17/us/politics/cambridge-analytica-russia.html>). *The New York Times*. Archived from the original (<https://www.nytimes.com/2018/03/17/us/politics/cambridge-analytica-russia.html>) on March 18, 2018. Retrieved December 16, 2023.
51. "Cambridge Analytica: компания, которая научилась «взламывать» выборы через Facebook Считается, что в 2016 году она помогла выиграть Дональду Трампу" (<https://meduza.io/feature/2018/03/19/cambridge-analytica-kompaniya-kotoraya-nauchilas-vzlamyvat-vybory-cherez-facebook>) [Cambridge Analytica: the company that learned how to "hack" elections through Facebook It is believed that it helped Donald Trump win in 2016]. *Meduza* (in Russian). March 19, 2018. Retrieved December 16, 2023. [archive \(https://www.compromat.ru/page\\_38941.htm\)](https://www.compromat.ru/page_38941.htm)
52. Cadwalladr, Carole; Graham-Harrison, Emma (March 17, 2018). "Revealed: 50 million Facebook profiles harvested for Cambridge Analytica in major data breach: Whistleblower describes how firm linked to former Trump adviser Steve Bannon compiled user data to target American voters" (<https://www.theguardian.com/news/2018/mar/17/cambridge-analytica-facebook-influence-us-election>). *The Guardian*. Retrieved December 16, 2023.
53. Бенюмов, Константин (Benyumov, Konstantin); Кузьменкова, Ольга (Kuzmenkova, Olga) (December 12, 2016). "Donald Trump really won because of advertising on Facebook? Medusa studied an article about the influence of "big data" on elections and tells what's wrong with it" (<https://meduza.io/feature/2016/12/12/donald-trump-pravda-pobedil-iz-za-reklamy-v-feysbuke>) [Дональд Трамп правда победил из-за рекламы в фейсбуке? «Медуза» изучила статью о влиянии «больших данных» на выборы и рассказывает, что с ней не так]. *Meduza* (in Russian). Retrieved December 16, 2023.
54. "What are the links between Cambridge Analytica and a Brexit campaign group?" (<https://www.reuters.com/article/us-facebook-cambridge-analytica-leave-eu-idUSKBN1GX2IO>). *Reuters*. March 22, 2018. Archived (<https://web.archive.org/web/20200628074853/https://www.reuters.com/article/us-facebook-cambridge-analytica-leave-eu-idUSKBN1GX2IO>) from the original on June 28, 2020. Retrieved May 16, 2020.
55. Hern, Alex (July 30, 2019). "Cambridge Analytica did work for Leave. EU, emails show" (<https://www.theguardian.com/uk-news/2019/jul/30/cambridge-analytica-did-work-for-leave-eu-emails-confirm>). *The Guardian*. ISSN 0261-3077 (<https://search.worldcat.org/issn/0261-3077>). Archived (<https://web.archive.org/web/20200524031208/https://www.theguardian.com/uk-news/2019/jul/30/cambridge-analytica-did-work-for-leave-eu-emails-confirm>) from the original on May 24, 2020. Retrieved May 16, 2020.
56. Weaver, Matthew (April 17, 2018). "Cambridge Analytica: ex-director says firm pitched detailed strategy to Leave.EU" (<https://www.theguardian.com/uk-news/2018/apr/17/cambridge-analytica-brittany-kaiser-leave-eu-brexit>). *The Guardian*. ISSN 0261-3077 (<https://search.worldcat.org/issn/0261-3077>). Archived (<https://web.archive.org/web/20200731045253/https://www.theguardian.com/uk-news/2018/apr/17/cambridge-analytica-brittany-kaiser-leave-eu-brexit>) from the original on July 31, 2020. Retrieved May 16, 2020.
57. Scott, Mark (July 30, 2019). "Cambridge Analytica did work for Brexit groups, says ex-staffer" (<https://www.politico.eu/article/cambridge-analytica-leave-eu-ukip-brexit-facebook/>). *POLITICO*. Archived (<https://web.archive.org/web/20200514073345/https://www.politico.eu/article/cambridge-analytica-leave-eu-ukip-brexit-facebook/>) from the original on May 14, 2020. Retrieved May 11, 2020.
58. Deagon, Brian (March 23, 2018). "Facebook Stock Troubles Didn't Start With Data Scandal" (<https://www.investors.com/news/technology/facebook-stock-sell-signals-cambridge-analytica-data-scandal/>). *Investor's Business Daily*. Archived (<https://web.archive.org/web/20201003050747/https://www.investors.com/news/technology/facebook-stock-sell-signals-cambridge-analytica-data-scandal/>) from the original on October 3, 2020. Retrieved April 4, 2018.
59. "Mark Zuckerberg in his own words: The CNN interview" (<https://money.cnn.com/2018/03/21/technology/mark-zuckerberg-cnn-interview-transcript/index.html>). *CNNMoney*. March 21, 2018. Archived (<https://web.archive.org/web/20200301180157/https://money.cnn.com/2018/03/21/technology/mark-zuckerberg-cnn-interview-transcript/index.html>) from the original on March 1, 2020. Retrieved April 1, 2020.
60. "Facebook Just Doubled the Number of People Exposed in Data Breach" (<https://money.com/facebook-cambridge-analytica-data-breach-numbers/>). *Money*. April 14, 2018. Archived (<https://web.archive.org/web/20200809225147/https://money.com/facebook-cambridge-analytica-data-breach-numbers/>) from the original on August 9, 2020. Retrieved March 27, 2018.
61. Lee, Dave (March 22, 2018). "Facebook's Zuckerberg speaks out over Cambridge Analytica 'breach'" (<https://www.bbc.com/news/world-us-canada-43494337>). *BBC News*. Archived (<https://web.archive.org/web/20180326024945/http://www.bbc.com/news/world-us-canada-43494337>) from the original on March 26, 2018. Retrieved March 27, 2018.
62. McKenzie, Sheena (March 25, 2018). "Facebook's Zuckerberg says sorry in full-page newspaper ads" (<https://www.cnn.com/2018/03/25/europe/facebook-zuckerberg-cambridge-analytica-sorry-ads-newspapers-intl/index.html>). *CNN*. Archived (<https://web.archive.org/web/20180326013941/https://www.cnn.com/2018/03/25/europe/facebook-zuckerberg-cambridge-analytica-sorry-ads-newspapers-intl/index.html>) from the original on March 26, 2018.
63. Rahman, Mishaal (April 4, 2018). "Amidst data scandal, Facebook will voluntarily enforce EU's new privacy rules "everywhere" " (<https://www.xda-developers.com/facebook-voluntarily-enforce-eu-privacy-law/>). *xda-developers*. Archived (<https://web.archive.org/web/20180916202501/https://www.xda-developers.com/facebook-voluntarily-enforce-eu-privacy-law/>) from the original on September 16, 2018. Retrieved April 5, 2018.

64. "Our Facebook Partnership" (<https://socialscience.one/our-facebook-partnership>). *socialscience.one*. Archived (<https://web.archive.org/web/20200420185500/https://socialscience.one/our-facebook-partnership>) from the original on April 20, 2020. Retrieved March 23, 2020.
65. Kozłowska, Hanna (April 25, 2018). "Facebook steamrolled over the Cambridge Analytica scandal, posting another record quarter" (<https://qz.com/1262254/facebook-earnings-if-money-is-the-only-thing-that-matters-facebook-is-doing-more-than-fine/>). *Quartz*. Archived (<https://web.archive.org/web/20181226170349/https://qz.com/1262254/facebook-earnings-if-money-is-the-only-thing-that-matters-facebook-is-doing-more-than-fine/>) from the original on December 26, 2018. Retrieved April 26, 2018.
66. Schwartz, Mattathias (March 30, 2017). "Facebook Failed to Protect 30 Million Users From Having Their Data Harvested by Trump Campaign Affiliate" (<https://theintercept.com/2017/03/30/facebook-failed-to-protect-30-million-users-from-having-their-data-harvested-by-trump-campaign-affiliate/>). *The Intercept*. Archived (<https://web.archive.org/web/20180326152829/https://theintercept.com/2017/03/30/facebook-failed-to-protect-30-million-users-from-having-their-data-harvested-by-trump-campaign-affiliate/>) from the original on March 26, 2018.
67. "UniCredit has stopped using Facebook for advertising: CEO" (<https://www.reuters.com/article/us-facebook-unicredit/unicredit-has-stopped-using-facebook-for-advertising-ceo-idUSKBN1KS1N5>). Reuters. August 7, 2018. Archived (<https://web.archive.org/web/20180826051401/https://www.reuters.com/article/us-facebook-unicredit/unicredit-has-stopped-using-facebook-for-advertising-ceo-idUSKBN1KS1N5>) from the original on August 26, 2018. Retrieved August 7, 2018.
68. "Christopher Wylie names Congress as Cambridge Analytica client; 10 updates" ([https://www.business-standard.com/article/current-affairs/congress-client-of-cambridge-analytica-for-elections-says-whistleblower-christopher-wylie-rahul-gandhi-apologise-bjp-top-10-developments-118032800119\\_1.html](https://www.business-standard.com/article/current-affairs/congress-client-of-cambridge-analytica-for-elections-says-whistleblower-christopher-wylie-rahul-gandhi-apologise-bjp-top-10-developments-118032800119_1.html)). *Business Standard India*. March 28, 2018. Archived ([https://web.archive.org/web/20190813010730/https://www.business-standard.com/article/current-affairs/congress-client-of-cambridge-analytica-for-elections-says-whistleblower-christopher-wylie-rahul-gandhi-apologise-bjp-top-10-developments-118032800119\\_1.html](https://web.archive.org/web/20190813010730/https://www.business-standard.com/article/current-affairs/congress-client-of-cambridge-analytica-for-elections-says-whistleblower-christopher-wylie-rahul-gandhi-apologise-bjp-top-10-developments-118032800119_1.html)) from the original on August 13, 2019. Retrieved April 19, 2019.
69. Hebbar, Prajakta (March 29, 2018). "Cambridge Analytica Controversy: IT Ministry Issues Notice To Facebook" (<https://www.analyticsindiamag.com/it-ministry-notice-facebook-data-leak-cambridge-analytica/>). *Analytics India Magazine*. Archived (<https://web.archive.org/web/20190419073720/https://www.analyticsindiamag.com/it-ministry-notice-facebook-data-leak-cambridge-analytica/>) from the original on April 19, 2019. Retrieved April 19, 2019.
70. "Brazil prosecutors open investigation into Cambridge Analytica" (<https://www.reuters.com/article/us-facebook-cambridge-analytica-brazil/brazil-prosecutors-open-investigation-into-cambridge-analytica-idUSKBN1GX35A>). Reuters. March 21, 2018. Archived (<https://web.archive.org/web/20180326064259/https://www.reuters.com/article/us-facebook-cambridge-analytica-brazil/brazil-prosecutors-open-investigation-into-cambridge-analytica-idUSKBN1GX35A>) from the original on March 26, 2018.
71. Biller, David (March 21, 2018). "Cambridge Analytica's Brazil Partner Asks to Suspend Deal" (<https://www.bloomberg.com/news/articles/2018-03-21/cambridge-analytica-s-brazil-partner-suspends-deal-amid-scandal>). *Bloomberg.com*. Archived (<https://web.archive.org/web/20180326202429/https://www.bloomberg.com/news/articles/2018-03-21/cambridge-analytica-s-brazil-partner-suspends-deal-amid-scandal>) from the original on March 26, 2018.
72. Farivar, Cyrus (March 25, 2018). "Facebook accused of massive fraud in new lawsuit filed by Cook County" (<https://arstechnica.com/tech-policy/2018/03/cook-county-illinois-sues-facebook-and-cambridge-analytica-over-data-breach/>). *Ars Technica*. Archived (<https://web.archive.org/web/20180326043603/https://arstechnica.com/tech-policy/2018/03/cook-county-illinois-sues-facebook-and-cambridge-analytica-over-data-breach/>) from the original on March 26, 2018.
73. "Facebook is slapped with the first fine for Cambridge Analytica scandal" ([https://www.washingtonpost.com/business/economy/2018/07/10/5c63a730-848b-11e8-8f6c-46cb43e3f306\\_story.html?noredirect=on](https://www.washingtonpost.com/business/economy/2018/07/10/5c63a730-848b-11e8-8f6c-46cb43e3f306_story.html?noredirect=on)). *The Washington Post*. Washington Post. July 10, 2018. Archived ([https://web.archive.org/web/20200314130727/https://www.washingtonpost.com/business/economy/2018/07/10/5c63a730-848b-11e8-8f6c-46cb43e3f306\\_story.html?noredirect=on](https://web.archive.org/web/20200314130727/https://www.washingtonpost.com/business/economy/2018/07/10/5c63a730-848b-11e8-8f6c-46cb43e3f306_story.html?noredirect=on)) from the original on March 14, 2020. Retrieved May 5, 2019.
74. Wong, Julia Carrie (March 22, 2019). "Facebook acknowledges concerns over Cambridge Analytica emerged earlier than reported" (<https://www.theguardian.com/uk-news/2019/mar/21/facebook-knew-of-cambridge-analytica-data-misuse-earlier-than-reported-court-filing>). *The Guardian*. Archived (<https://web.archive.org/web/20190825153254/https://www.theguardian.com/uk-news/2019/mar/21/facebook-knew-of-cambridge-analytica-data-misuse-earlier-than-reported-court-filing>) from the original on August 25, 2019. Retrieved March 22, 2019.
75. "FTC's \$5 billion Facebook settlement: Record-breaking and history-making" (<https://www.ftc.gov/news-events/blogs/business-blog/2019/07/ftcs-5-billion-facebook-settlement-record-breaking-history>). *www.ftc.gov*. July 24, 2019. Archived (<https://web.archive.org/web/20201220073441/https://www.ftc.gov/news-events/blogs/business-blog/2019/07/ftcs-5-billion-facebook-settlement-record-breaking-history>) from the original on December 20, 2020. Retrieved December 13, 2020.
76. "FTC Imposes \$5 Billion Penalty and Sweeping New Privacy Restrictions on Facebook" (<https://www.ftc.gov/news-events/news/press-releases/2019/07/ftc-imposes-5-billion-penalty-sweeping-new-privacy-restrictions-facebook>). *Federal Trade Commission*. July 24, 2019. Archived (<https://web.archive.org/web/20230721213553/https://www.ftc.gov/news-events/news/press-releases/2019/07/ftc-imposes-5-billion-penalty-sweeping-new-privacy-restrictions-facebook>) from the original on July 21, 2023. Retrieved August 13, 2023.



77. "FTC Sues Cambridge Analytica, Settles with Former CEO and App Developer" (<https://www.ftc.gov/news-events/news/press-releases/2019/07/ftc-sues-cambridge-analytica-settles-former-ceo-app-developer>). *Federal Trade Commission*. July 23, 2019. Archived (<https://web.archive.org/web/20220613132946/https://www.ftc.gov/news-events/news/press-releases/2019/07/ftc-sues-cambridge-analytica-settles-former-ceo-app-developer>) from the original on June 13, 2022. Retrieved August 13, 2023.
78. "SEC.gov | Facebook to Pay \$100 Million for Misleading Investors About the Risks It Faced From Misuse of User Data" (<https://www.sec.gov/news/press-release/2019-140>). *www.sec.gov*. Archived (<https://web.archive.org/web/20201211141926/https://www.sec.gov/news/press-release/2019-140>) from the original on December 11, 2020. Retrieved December 13, 2020.
79. Hern, Alex (June 20, 2019). "Facebook usage falling after privacy scandals, data suggests" (<https://www.theguardian.com/technology/2019/jun/20/facebook-usage-collapsed-since-scandal-data-shows>). *The Guardian*. ISSN 0261-3077 (<http://search.worldcat.org/issn/0261-3077>). Archived (<https://web.archive.org/web/20200310035623/https://www.theguardian.com/technology/2019/jun/20/facebook-usage-collapsed-since-scandal-data-shows>) from the original on March 10, 2020. Retrieved March 6, 2020.
80. Gartenberg, Chaim (January 30, 2019). "Facebook keeps growing despite scandals and privacy outrage" (<https://www.theverge.com/2019/1/30/18204186/facebook-q4-2018-earnings-user-growth-revenue-increase-privacy-scandals>). *The Verge*. Archived (<https://web.archive.org/web/20191211015252/https://www.theverge.com/2019/1/30/18204186/facebook-q4-2018-earnings-user-growth-revenue-increase-privacy-scandals>) from the original on December 11, 2019. Retrieved March 6, 2020.
81. "Facebook stock recovers all \$134B lost after Cambridge Analytica data scandal" (<https://www.cbsnews.com/news/facebook-stock-price-recovers-all-134-billion-lost-in-after-cambridge-analytica-datascandal/>). *www.cbsnews.com*. May 10, 2018. Archived (<https://web.archive.org/web/20200503174044/https://www.cbsnews.com/news/facebook-stock-price-recovers-all-134-billion-lost-in-after-cambridge-analytica-datascandal/>) from the original on May 3, 2020. Retrieved April 22, 2020.
82. Zetlin, Minda (March 29, 2018). "Did You Actually #DeleteFacebook? Neither Did Most Users" (<https://www.inc.com/minda-zetlin/for-all-deletefacebook-talk-data-shows-were-using-it-more-not-less.html>). *Inc.com*. Archived (<https://web.archive.org/web/20200731040530/https://www.inc.com/minda-zetlin/for-all-deletefacebook-talk-data-shows-were-using-it-more-not-less.html>) from the original on July 31, 2020. Retrieved May 8, 2020.
83. Data source: Google Trends (<https://trends.google.com/trends/explore?date=2018-01-01%202020-01-01&geo=US&q=%23deletefacebook>) Archived (<https://web.archive.org/web/20210709191201/https://trends.google.com/trends/explore?date=2018-01-01%202020-01-01&geo=US&q=%23deletefacebook>) July 9, 2021, at the Wayback Machine)
84. Guynn, Jessica. "Delete Facebook? It's a lot more complicated than that" (<https://www.usatoday.com/story/tech/news/2018/03/28/people-really-deleting-their-facebook-accounts-its-complicated/464109002/>). *USA TODAY*. Archived (<https://web.archive.org/web/20200413053816/https://www.usatoday.com/story/tech/news/2018/03/28/people-really-deleting-their-facebook-accounts-its-complicated/464109002/>) from the original on April 13, 2020. Retrieved April 13, 2020.
85. Dwilson, Stephanie Dube (July 24, 2019). "Brittany Kaiser Now: Where Is She Today & How Old Is She?" (<https://heavy.com/entertainment/2019/07/brittany-kaiser-now-today-age/>). *Heavy.com*. Archived (<https://web.archive.org/web/20190813033207/https://heavy.com/entertainment/2019/07/brittany-kaiser-now-today-age/>) from the original on August 13, 2019. Retrieved April 19, 2020.
86. Murdock, Jason (April 17, 2018). "Who is Brittany Kaiser? Cambridge Analytica whistleblower teases new revelations" (<https://www.newsweek.com/who-brittany-kaiser-ex-cambridge-analytica-director-warns-facebook-leak-much-889609>). *Newsweek*. Archived (<https://web.archive.org/web/20190813001726/https://www.newsweek.com/who-brittany-kaiser-ex-cambridge-analytica-director-warns-facebook-leak-much-889609>) from the original on August 13, 2019. Retrieved April 19, 2020.
87. "Own Your Data Foundation" (<https://ownyourdata.foundation/>). *ownyourdata.foundation*. Archived (<https://web.archive.org/web/20200426171657/https://ownyourdata.foundation/>) from the original on April 26, 2020. Retrieved April 19, 2020.
88. Cadwalladr, Carole (July 20, 2019). "The Great Hack: the film that goes behind the scenes of the Facebook data scandal" (<https://www.theguardian.com/uk-news/2019/jul/20/the-great-hack-cambridge-analytica-scandal-facebook-netflix>). *The Observer*. ISSN 0029-7712 (<https://search.worldcat.org/issn/0029-7712>). Archived (<https://web.archive.org/web/20200204002839/https://www.theguardian.com/uk-news/2019/jul/20/the-great-hack-cambridge-analytica-scandal-facebook-netflix>) from the original on February 4, 2020. Retrieved April 19, 2020.
89. "Documentary: 'The Great Hack' " (<https://www.npr.org/2019/07/28/746089858/documentary-the-great-hack>). *NPR.org*. Archived (<https://web.archive.org/web/20200731040733/https://www.npr.org/2019/07/28/746089858/documentary-the-great-hack>) from the original on July 31, 2020. Retrieved April 19, 2020.
90. "United States Senate Committee on the Judiciary" (<https://www.judiciary.senate.gov/download/05-16-18-wylie-testimony>). *www.judiciary.senate.gov*. Archived (<https://web.archive.org/web/20200608223146/https://www.judiciary.senate.gov/download/05-16-18-wylie-testimony>) from the original on June 8, 2020. Retrieved May 8, 2020.
91. "Facebook, Social Media Privacy, and the Use and Abuse of Data | United States Senate Committee on the Judiciary" (<https://www.judiciary.senate.gov/meetings/facebook-social-media-privacy-and-the-use-and-abuse-of-data>). *www.judiciary.senate.gov*. April 10, 2018. Archived (<https://web.archive.org/web/20190908134328/https://www.judiciary.senate.gov/meetings/facebook-social-media-privacy-and-the-use-and-abuse-of-data>) from the original on September 8, 2019. Retrieved May 16, 2020.

92. "Cambridge Analytica and the Future of Data Privacy | United States Senate Committee on the Judiciary" (<https://www.judiciary.senate.gov/meetings/cambridge-analytica-and-the-future-of-data-privacy>). *www.judiciary.senate.gov*. May 16, 2018. Archived (<https://web.archive.org/web/20211029003150/https://www.judiciary.senate.gov/meetings/cambridge-analytica-and-the-future-of-data-privacy>) from the original on October 29, 2021. Retrieved May 16, 2020.
93. "Facebook, Social Media Privacy, and the Use and Abuse of Data | United States Senate Committee on the Judiciary" (<https://www.judiciary.senate.gov/meetings/facebook-social-media-privacy-and-the-use-and-abuse-of-data>). *judiciary.senate.gov*. April 10, 2018. Archived (<https://web.archive.org/web/20190908134328/https://www.judiciary.senate.gov/meetings/facebook-social-media-privacy-and-the-use-and-abuse-of-data>) from the original on September 8, 2019. Retrieved April 14, 2018.
94. Salinas, Sara (March 21, 2018). "Zuckerberg on Cambridge Analytica: 'We have a responsibility to protect your data, and if we can't then we don't deserve to serve you'" (<https://www.cnbc.com/2018/03/21/zuckerberg-statement-on-cambridge-analytica.html>). *CNBC*. Archived (<https://web.archive.org/web/20201109035040/https://www.cnbc.com/2018/03/21/zuckerberg-statement-on-cambridge-analytica.html>) from the original on November 9, 2020. Retrieved December 5, 2020.
95. "Mark Zuckerberg's Written Testimony to the House of Representatives" (<http://docs.house.gov/meetings/IF/IF00/20180411/108090/HHRG-115-IF00-Wstate-ZuckerbergM-20180411.pdf>) (PDF). Archived (<https://web.archive.org/web/20180412231301/http://docs.house.gov/meetings/IF/IF00/20180411/108090/HHRG-115-IF00-Wstate-ZuckerbergM-20180411.pdf>) (PDF) from the original on April 12, 2018. Retrieved April 14, 2018.
96. Hersh, Eitan (June 9, 2015). *Hacking the electorate : how campaigns perceive voters* (<http://worldcat.org/oclc/921817268>). Cambridge University Press. ISBN 978-1-107-10289-7. OCLC 921817268 (<https://search.worldcat.org/oclc/921817268>). Archived (<https://web.archive.org/web/20220304133703/https://www.worldcat.org/title/hacking-the-electorate-how-campaigns-perceive-voters/oclc/921817268>) from the original on March 4, 2022. Retrieved April 3, 2020.
97. "Eitan Hersh | Department of Political Science" (<https://as.tufts.edu/politicalscience/people/faculty/hersh>). *as.tufts.edu*. Archived (<https://web.archive.org/web/20200513200750/https://as.tufts.edu/politicalscience/people/faculty/hersh>) from the original on May 13, 2020. Retrieved May 8, 2020.
98. "Eitan Hersh's Written Testimony to the Senate" (<https://www.judiciary.senate.gov/imo/media/doc/05-16-18%20Hersh%20Testimony1.pdf>) (PDF). Archived (<https://web.archive.org/web/20201010054622/https://www.judiciary.senate.gov/imo/media/doc/05-16-18%20Hersh%20Testimony1.pdf>) (PDF) from the original on October 10, 2020. Retrieved April 3, 2020.
99. "Getting to Know Mark Jamison, President-elect Trump's FCC Transition Team Co-Leader" (<https://www.benton.org/blog/getting-know-mark-jamison-president-elect-trumps-fcc-transition-team-co-leader>). *Benton Foundation*. December 2, 2016. Archived (<https://web.archive.org/web/20200731053140/https://www.benton.org/blog/getting-know-mark-jamison-president-elect-trumps-fcc-transition-team-co-leader>) from the original on July 31, 2020. Retrieved April 22, 2020.
100. "AEI Tech Scholar Mark Jamison testifies today on Cambridge Analytica and the future of data privacy" (<https://www.aei.org/press/testimony-aei-tech-scholar-mark-jamison-testifies-today-on-cambridge-analytica-and-the-future-of-data-privacy/>). *American Enterprise Institute - AEI*. Archived (<https://web.archive.org/web/20200302162820/https://www.aei.org/press/testimony-aei-tech-scholar-mark-jamison-testifies-today-on-cambridge-analytica-and-the-future-of-data-privacy/>) from the original on March 2, 2020. Retrieved April 22, 2020.
101. "Mark Jamison's Written Testimony to the Senate" (<https://www.judiciary.senate.gov/imo/media/doc/05-16-18%20Jamison%20Testimony.pdf>) (PDF). Archived (<https://web.archive.org/web/20200224014341/https://www.judiciary.senate.gov/imo/media/doc/05-16-18%20Jamison%20Testimony.pdf>) (PDF) from the original on February 24, 2020. Retrieved April 3, 2020.
102. Cadwalladr, Carole (March 18, 2018). "'I made Steve Bannon's psychological warfare tool': meet the data war whistleblower" (<https://www.theguardian.com/news/2018/mar/17/data-war-whistleblower-christopher-wylie-faceook-nix-bannon-trump>). *The Guardian*. ISSN 0261-3077 (<https://search.worldcat.org/issn/0261-3077>). Archived (<https://web.archive.org/web/20180317233641/https://www.theguardian.com/news/2018/mar/17/data-war-whistleblower-christopher-wylie-faceook-nix-bannon-trump>) from the original on March 17, 2018. Retrieved May 8, 2020.
103. "Senators Grill Cambridge Analytica Whistleblower Christopher Wylie" (<https://www.wired.com/story/christopher-wylie-cambridge-analytica-senate-testimony/>). *Wired*. ISSN 1059-1028 (<https://search.worldcat.org/issn/1059-1028>). Archived (<https://web.archive.org/web/20200608223143/https://www.wired.com/story/christopher-wylie-cambridge-analytica-senate-testimony/>) from the original on June 8, 2020. Retrieved May 8, 2020.
104. Wylie, Christopher (October 4, 2019). "How I Helped Hack Democracy" (<https://nymag.com/intelligencer/2019/10/book-excerpt-mindf-ck-by-christopher-wylie.html>). *Intelligencer*. Archived (<https://web.archive.org/web/20210618105235/https://nymag.com/intelligencer/2019/10/book-excerpt-mindf-ck-by-christopher-wylie.html>) from the original on June 18, 2021. Retrieved April 22, 2020.
105. "Christopher Wylie's Written Testimony to the Senate" (<https://www.judiciary.senate.gov/imo/media/doc/05-16-18%20Wylie%20Testimony.pdf>) (PDF). Archived (<https://web.archive.org/web/20201010054636/https://www.judiciary.senate.gov/imo/media/doc/05-16-18%20Wylie%20Testimony.pdf>) (PDF) from the original on October 10, 2020. Retrieved April 3, 2020.
106. Cambridge Analytica staff set up new firm (<https://www.bbc.com/news/technology-44807093>) Archived (<https://web.archive.org/web/20190519034753/https://www.bbc.com/news/technology-44807093>) May 19, 2019, at the *Wayback Machine*, BBC

107. Arora, Nikhil; Zinolabedini, Darius (December 2019). "The Ethical Implications of the 2018 Facebook-Cambridge Analytica Data Scandal" (<https://repositories.lib.utexas.edu/handle/2152/80574>). *repositories.lib.utexas.edu*. doi:10.26153/tsw/7590 (<https://doi.org/10.26153%2Ftsw%2F7590>). Archived (<https://web.archive.org/web/20211105010134/https://repositories.lib.utexas.edu/handle/2152/80574>) from the original on November 5, 2021. Retrieved November 21, 2021.
108. Diaz, Jaclyn (October 4, 2021). "Facebook's new whistleblower is renewing scrutiny of the social media giant" (<https://www.npr.org/2021/10/04/1042921981/facebook-whistleblower-renewing-scrutiny-of-social-media-giant>). *NPR.org*. Archived (<https://web.archive.org/web/20211005130204/https://www.npr.org/2021/10/04/1042921981/facebook-whistleblower-renewing-scrutiny-of-social-media-giant>) from the original on October 5, 2021. Retrieved October 5, 2021.
109. Townsend, Mark (August 28, 2022). "Facebook-Cambridge Analytica data breach lawsuit ends in 11th hour settlement" (<https://www.theguardian.com/technology/2022/aug/27/facebook-cambridge-analytica-data-breach-lawsuit-ends-in-11th-hour-settlement>). *The Observer*. Retrieved August 28, 2022.
110. Kharpal, Arjun (December 23, 2022). "Facebook parent Meta agrees to pay \$725 million to settle privacy lawsuit" (<https://www.cnbc.com/2022/12/23/facebook-parent-meta-agrees-to-pay-725-million-to-settle-privacy-lawsuit-prompted-by-cambridge-analytica-scandal.html>). *CNBC*. Retrieved December 23, 2022.
111. Schechner, Sam (December 23, 2022). "Meta to Pay \$725 Million to Settle Cambridge Analytica Lawsuit" (<https://www.wsj.com/articles/meta-to-pay-725-million-to-settle-cambridge-analytica-lawsuit-11671797385>). *The Wall Street Journal*. News Corp. Retrieved December 23, 2022.

## External links

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- [BBC Coverage](https://www.bbc.co.uk/news/topics/c81zyn0888lt/facebook-cambridge-analytica-data-scandal) (<https://www.bbc.co.uk/news/topics/c81zyn0888lt/facebook-cambridge-analytica-data-scandal>)
  - [The Guardian Coverage](https://www.theguardian.com/news/series/cambridge-analytica-files) (<https://www.theguardian.com/news/series/cambridge-analytica-files>)
  - [Carole Cadwalladr @TED2019: Facebook's role in Brexit — and the threat to democracy](https://www.ted.com/talks/carole_cadwalladr_facebook_s_role_in_brexit_and_the_threat_to_democracy/transcript) ([https://www.ted.com/talks/carole\\_cadwalladr\\_facebook\\_s\\_role\\_in\\_brexit\\_and\\_the\\_threat\\_to\\_democracy/transcript](https://www.ted.com/talks/carole_cadwalladr_facebook_s_role_in_brexit_and_the_threat_to_democracy/transcript))
  - [New York Times Coverage](https://www.nytimes.com/2018/03/17/us/politics/cambridge-analytica-trump-campaign.html?module=inline) (<https://www.nytimes.com/2018/03/17/us/politics/cambridge-analytica-trump-campaign.html?module=inline>)
  - [The Guardian Article; Revealed](https://www.theguardian.com/news/2018/mar/17/cambridge-analytica-facebook-influence-us-election) (<https://www.theguardian.com/news/2018/mar/17/cambridge-analytica-facebook-influence-us-election>)
  - ["How the Facebook-Cambridge Analytica Saga Unfolded"](https://www.bloomberg.com/news/articles/2018-03-21/understanding-the-facebook-cambridge-analytica-story-quicktake) (<https://www.bloomberg.com/news/articles/2018-03-21/understanding-the-facebook-cambridge-analytica-story-quicktake>). *Bloomberg.com*. March 21, 2018.
  - ["The Facebook Dilemma"](https://www.pbs.org/wgbh/frontline/documentary/facebook-dilemma/) (<https://www.pbs.org/wgbh/frontline/documentary/facebook-dilemma/>). *FRONTLINE*. Season 37. Episode 4–5. October 29–30, 2018. *PBS*. *WGBH*. Retrieved November 10, 2022.
- 

Retrieved from "[https://en.wikipedia.org/w/index.php?title=Facebook–Cambridge\\_Analytica\\_data\\_scandal&oldid=1261937004](https://en.wikipedia.org/w/index.php?title=Facebook–Cambridge_Analytica_data_scandal&oldid=1261937004)"



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# SCL Group

**SCL Group**<sup>[1]</sup> (formerly **Strategic Communication Laboratories**<sup>[1]</sup>) was a private British behavioural research and strategic communication company that came to prominence through the Facebook–Cambridge Analytica data scandal involving its subsidiaries Cambridge Analytica and Crow Business Solutions MENA.<sup>[1]</sup> It was founded in 1990 by Nigel Oakes, who served as its CEO.<sup>[2]</sup> The company described itself as a "global election management agency".<sup>[3]</sup> The company's leaders and owners had close ties to the Conservative Party, the British royal family, British military, United States Department of Defense and NATO and its investors included some of the largest donors to the Conservative Party.<sup>[4]</sup>

## History

In 1990, Nigel Oakes, who had a background in TV production and advertising, founded the **Behavioural Dynamics Institute (BDI)** as a research facility for strategic communication.<sup>[2]</sup> The study of mass behaviour and how to change it led him to establish **Strategic Communication Laboratories** in 1993.<sup>[3]</sup> Oakes thought that to shift mass opinion, academic insights as gained through psychologists and anthropologists at BDI should be applied, and would be more successful than traditional advertising methods.<sup>[5]</sup> BDI became a non-profit affiliate of SCL. Among the investors in SCL were banker Paul David Ashburner Nix, whose son Alexander Nix was to become a close associate of Oakes. One of the former directors is Lord Ivar Mountbatten.<sup>[6][7][8][9][10]</sup> Among the investors in the company were Jonathan Marland, Baron Marland and Roger Gabb, a major Conservative Party donor who was registered as having significant control over the company as of 2018.<sup>[11]</sup>

## Activities

After an initial commercial success, SCL expanded into military and political arenas. It became known for alleged involvement "in military disinformation campaigns to social media branding and voter targeting".<sup>[12]</sup> SCL began targeting elections in developing countries in the early 1990s, and has engaged in psychological warfare in military contexts as a contractor for the American and British militaries during the Afghanistan War and the Iraq War.<sup>[13]</sup> It performed data mining and data analysis on its audience. Based on results, communications would then be specifically targeted to key audience groups to modify behaviour in accordance with the goal of SCL's client.

In 2005, "with a glitzy exhibit" at Defence and Security Equipment International (DSEI), "the United Kingdom's largest showcase for military technology", SCL demonstrated its capacity in "influence operations": "to help orchestrate a sophisticated campaign of mass deception" on the public of a big city like London.<sup>[14]</sup> According to its website, SCL has participated in over 25 international political and electoral campaigns since 1994.<sup>[3]</sup>

SCL's involvement in the political world has been primarily in the developing world where it has been used by the military and politicians to study and manipulate public opinion and political will. It uses what have been called "psy ops" to provide insight into the thinking of the target audience.<sup>[5]</sup> SCL claimed to be able to help foment coups.<sup>[14]</sup> According to its website, SCL has influenced elections in Italy, Latvia, Ukraine, Albania, Romania, South Africa, Nigeria, Kenya, Mauritius, India,

### SCL Group

## SCL Group

<b>Formerly</b>	<u>Strategic Communication Laboratories</u>
<b>Company type</b>	<u>Private</u>
<b>Industry</b>	<u>Data mining</u> <u>Data analysis</u>
<b>Founded</b>	1990 as Behavioural Dynamics Institute
<b>Founder</b>	<u>Nigel John Oakes</u>
<b>Defunct</b>	1 May 2018
<b>Headquarters</b>	<u>Chelmsford, United Kingdom</u>
<b>Area served</b>	Worldwide
<b>Key people</b>	<u>Nigel John Oakes</u> <u>Roger Michael Gabb</u> <u>Alexander Nix</u> <u>Julian Wheatland</u>
<b>Subsidiaries</b>	<u>Cambridge Analytica</u>
<b>Website</b>	<u>sclgroup.cc/home</u> ( <u>https://sclgroup.cc/home</u> ) <u>Archived</u> ( <u>https://web.archive.org/web/20190111195059/https://sclgroup.cc/home</u> ) January 11, 2019, at the <u>Wayback Machine</u>



Indonesia, The Philippines,<sup>[15]</sup> Thailand, Taiwan, Colombia, Antigua, St. Vincent & the Grenadines, St. Kitts & Nevis, and Trinidad & Tobago.<sup>[3]</sup> While the company initially got involved in elections in the United Kingdom, after 1997 it only engaged non-election campaigns because staff members did not exhibit the same "aloof sensibility" as with projects abroad.<sup>[5]</sup>

In 2013 it established the subsidiary Cambridge Analytica that worked on the Ted Cruz and Donald Trump campaigns during the 2016 US presidential election and even now the proclaimed associated office in Cairo that opened during the global pandemic of COVID-19. In 2020 it was linked to the Bahraini company named Crow Trading ltd. that was founded by Dr. Mohamed Y. Abdelrahman, an Egyptian scientist in behavioral psychology.<sup>[16]</sup>

SCL claims that its methodology has been approved or endorsed by agencies of the Government of the United Kingdom and the United States federal government, among others.<sup>[17]</sup>

## Cambridge Analytica

SCL formed Cambridge Analytica to participate in the election process in the United States.<sup>[18]</sup> It entered the U.S. market in 2012, and was involved in 44 U.S. congressional, US Senate and state-level elections in the 2014 midterm elections.<sup>[16]</sup> In 2015 it was disclosed that the company had entered the Republican Party presidential primaries for the 2016 election, primarily in support of Ted Cruz. Cambridge Analytica is heavily funded by hedge-fund billionaire Robert Mercer, a major supporter of Cruz<sup>[12]</sup> and then Donald Trump,<sup>[18]</sup> and is now under investigation by both the UK and the US governments. The company has since been disbanded and was bought by Emerdata Limited.<sup>[19]</sup>

## Emerdata Limited

Emerdata Limited was established in August 2017, by many of the people involved in Cambridge Analytica.<sup>[20][21][22][23]</sup> Emerdata was established in 2017 by the chief data officer and chairman of Cambridge Analytica's parent company SCL Group, which closed operations on 1 May 2018.<sup>[24][25][26]</sup> Its headquarters in London is in the same building as Cambridge Analytica.<sup>[27][28][29]</sup> The company was noted as appearing to offer similar services as SCL Group and Cambridge Analytica.<sup>[30][31]</sup>

Emerdata's board of directors included Frontier Services Group officer Johnson Chun Shun Ko, a Hong Kong businessman linked to Erik Prince (founder of Blackwater),<sup>[32][29][33]</sup> Cambridge Analytica investor Rebekah Mercer,<sup>[34][32]</sup> and Cambridge Analytica CEO Alexander Nix.<sup>[35][36][37][38]</sup> In January 2018, Emerdata reportedly raised \$19 million from international investors.<sup>[39]</sup> Emerdata was widely discussed in the news media. It was portrayed as a potential successor to Cambridge Analytica.<sup>[40][41][27]</sup> In May 2018, Nigel Oakes, founder of the SCL Group, Cambridge Analytica's British affiliate, acknowledged that Emerdata's intent had been to acquire Cambridge Analytica and SCL, but said that these plans had been abandoned and that Emerdata and its partly-owned subsidiary Firecrest Technologies Ltd., which had been set up by former Cambridge Analytica CEO Alexander Nix, would be wound down.<sup>[42]</sup> In July 2019, it was revealed that Emerdata "fully acquired" those companies, "has been footing the SCL companies' legal bills amid bankruptcy proceedings, investigations, and lawsuits on both sides of the Atlantic", and "also paid millions to acquire what remained of the companies while they [were] being liquidated".<sup>[19]</sup>

## Board of directors

As of March 2018, the company had four directors: Roger Michael Gabb, Alexander Nix, Nigel John Oakes and Julian David Wheatland.<sup>[43]</sup> The company was first incorporated at Companies House on 20 July 2005 as Strategic Communication Laboratories Limited, using the shell company registrar SDG Registrars Limited which has acted on behalf of nearly 4,500 companies.<sup>[44]</sup> The latest director is Jacquelyn James-Varga who has previously worked at the Mercer Family Foundation.<sup>[45]</sup>

## Closure announcement

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On 1 May 2018, SCL Group stated that it would be closing operations because of the [Facebook–Cambridge Analytica data scandal](#).<sup>[24]</sup> However, its website and staff continued to operate but have subsequently shut down.<sup>[46]</sup> SCL group is owned by its parent company [SCL Elections](#).<sup>[47]</sup>

## FTC investigation

In 2019 the [Federal Trade Commission](#) (FTC) filed an administrative complaint against Cambridge Analytica for misuse of data, while filing settlements with its former CEO Alexander Nix and app developer Aleksandr Kogan in which they agreed to delete illegally obtained data; the case against the company itself is still ongoing.<sup>[48]</sup>

## Disqualification of Alexander Nix

In 2020 Alexander Nix signed a disqualification undertaking, accepted by Alok Sharma, the [Secretary of State for Business, Energy and Industrial Strategy](#) on 14 September 2020.<sup>[49]</sup> The [Insolvency Service](#) commented that "Within the undertaking, Alexander Nix did not dispute that he caused or permitted SCL Elections Ltd or associated companies to market themselves as offering potentially unethical services to prospective clients; demonstrating a lack of commercial probity." Effective from 5 October 2020, Alexander Nix is disqualified for seven years from acting as a director or directly or indirectly becoming involved, without the permission of the court, in the promotion, formation or management of a UK company.<sup>[50]</sup>

## See also

- [Microtargeting](#)
- [Psychographics](#)
- [Russian interference in the 2016 United States elections](#)
- [Russian interference in the 2016 Brexit referendum](#)

## References

- ↑ "SCL GROUP LIMITED - filing history and public records (free information)" (<https://web.archive.org/web/20171230211657/https://beta.companieshouse.gov.uk/company/05514098/filing-history>). *Companies House*. Archived from the original (<https://beta.companieshouse.gov.uk/company/05514098/filing-history>) on 30 December 2017. Retrieved 4 April 2021.
- ↑ "Trump Data Gurus Leave Long Trail of Subterfuge, Dubious Dealing" (<https://www.bloomberg.com/news/articles/2017-03-23/trump-data-gurus-leave-long-trail-of-subterfuge-dubious-dealing>). *Bloomberg L.P.*. Retrieved 3 April 2017.
- ↑ "SCL Group – Home" (<http://scl.cc/>). SCL Group.
- ↑ Brown, David. "SCL Group's founders were connected to royalty, the rich and powerful" (<https://www.thetimes.co.uk/article/scl-group-s-founders-were-connected-to-royalty-the-rich-and-powerful-3pxhfvhlh>) – via [www.thetimes.co.uk](http://www.thetimes.co.uk).
- ↑ Sasha Issenberg (12 November 2015). "Cruz-Connected Data Miner Aims to Get Inside U.S. Voters' Heads" (<https://www.bloomberg.com/politics/features/2015-11-12/is-the-republican-party-s-killer-data-app-for-real->). *Bloomberg*. Retrieved 2 February 2016.
- ↑ O'Hare, Liam (20 March 2018). "SCL – a Very British Coup" (<https://bellacaledonia.org.uk/2018/03/20/scl-a-very-british-coup/>). *Bella Caledonia*. Retrieved 4 April 2021.
- ↑ Baker, Stephanie; Kahn, Jeremy (23 March 2018). "Cambridge Analytica's Suspended CEO Won't Just Disappear" (<https://www.bloomberg.com/news/articles/2018-03-23/cambridge-analytica-suspends-ceo-nix-but-he-and-his-work-live-on>). *Bloomberg.com*. Retrieved 4 April 2021. "The firm also has deep ties to the British defense establishment and Conservative Party. Its first chairman was Geoffrey Pattie, a defense minister under Margaret Thatcher. In addition to Tunnicliffe, the advisory board has included retired Rear Admiral John Tolhurst and Ivar Mountbatten, the great-nephew of Louis Mountbatten, the military hero and Queen Elizabeth's cousin. Jonathan Marland, a former Conservative Party treasurer who served as a minister for business under former Prime Minister David Cameron, is a shareholder."
- ↑ Knight, Sam. "Life Inside S.C.L., Cambridge Analytica's Parent Company" (<https://www.newyorker.com/news/letter-from-the-uk/life-inside-scl-cambridge-analyticas-parent-company>). *The New Yorker*. Retrieved 4 April 2021.
- ↑ Pasternack, Jesse Witt and Alex (25 September 2019). "Before Trump, Cambridge Analytica quietly built "psyops" for militaries" (<https://www.fastcompany.com/90235437/before-trump-cambridge-analytica-parent-built-weapons-for-war>). *Fast Company*. Retrieved 4 April 2021.
- ↑ "SCL+Group+Limited" (<https://www.bloomberg.com/research/stocks/private/relationship.asp?personId=84602539&privcapId=434877108&previousCapId=72454231&previousTitle=SCL+Group+Limited>). *www.bloomberg.com*.

11. Watt, Holly; Osborne, Hilary (21 March 2018). "Tory donors among investors in Cambridge Analytica parent firm" (<http://www.theguardian.com/politics/2018/mar/21/tory-donors-among-investors-in-cambridge-analytica-parent-firm-scl-group>) – via [www.theguardian.com](http://www.theguardian.com).
12. Vogel, Kenneth P (7 July 2015). "Cruz partners with donor's 'psychographic' firm" (<http://www.politico.com/story/2015/07/7/ted-cruz-donor-for-data-119813>). Politico. Retrieved 27 December 2015.
13. Barry, Ellen (20 April 2018). "Long Before Cambridge Analytica, a Belief in the 'Power of the Subliminal'" (<https://www.nytimes.com/2018/04/20/world/europe/oakes-scl-cambridge-analytica-trump.html>). *The New York Times*.
14. Weinberger, Sharon (19 September 2005). "You Can't Handle the Truth" ([http://www.slate.com/articles/news\\_and\\_politics/dispatches/2005/09/you\\_cant\\_handle\\_the\\_truth.single.html](http://www.slate.com/articles/news_and_politics/dispatches/2005/09/you_cant_handle_the_truth.single.html)). *Slate*. Retrieved 19 March 2018.
15. Robles, Raissa (4 April 2018). "How Cambridge Analytica's parent company helped 'man of action' Rodrigo Duterte win the 2016 Philippines election" (<http://www.scmp.com/news/asia/southeast-asia/article/2140303/how-cambridge-analytic-as-parent-company-helped-man-action>). *South China Morning Post*.
16. Sellers, Frances Stead (19 October 2015). "Cruz campaign paid \$750,000 to 'psychographic profiling' company" ([http://www.washingtonpost.com/politics/cruz-campaign-paid-750000-to-psychographic-profiling-company/2015/10/19/6c83e508-743f-11e5-9cbb-790369643cf9\\_story.html](http://www.washingtonpost.com/politics/cruz-campaign-paid-750000-to-psychographic-profiling-company/2015/10/19/6c83e508-743f-11e5-9cbb-790369643cf9_story.html)). *The Washington Post*. ISSN 0190-8286 (<https://search.worldcat.org/isn/0190-8286>). Retrieved 7 March 2016.
17. "SCL Elections – Home" (<https://web.archive.org/web/20160216065419/https://scelelections.com/>). Archived from the original (<https://scelelections.com/>) on 16 February 2016.
18. Cadwalladr, Carole (26 February 2017). "Robert Mercer: The big data billionaire waging war on mainstream media" (<https://www.theguardian.com/politics/2017/feb/26/robert-mercer-breitbart-war-on-media-steve-bannon-donald-trump-nigel-farage>). *The Observer*.
19. Pasternack, Jesse Witt and Alex (26 July 2019). "The strange afterlife of Cambridge Analytica and the mysterious fate of its data" (<https://www.fastcompany.com/90381366/the-mysterious-afterlife-of-cambridge-analytica-and-its-trove-of-data>). *Fast Company*.
20. "Backers of Cambridge Analytica have set up new data company: Report" (<https://www.metro.us/news/the-big-stories/cambridge-analytica-backers-new-data-company-emerdata>). *Metro US*. 21 March 2018. Retrieved 2 May 2018.
21. Siegelman, Wendy (19 March 2018). "Cambridge Analytica executives created a company with the Executive Director & Deputy Chairman of..." (<https://medium.com/@wsiegelman/cambridge-analytica-executives-created-a-company-in-2017-with-the-executive-director-deputy-b803f27f84a2>). *Medium*. Retrieved 2 May 2018.
22. Solon, Olivia; Laughland, Oliver (2 May 2018). "Cambridge Analytica closing after Facebook data harvesting scandal" (<https://www.theguardian.com/uk-news/2018/may/02/cambridge-analytica-closing-down-after-facebook-row-reports-say>). *The Guardian*. Retrieved 3 May 2018.
23. Siegelman, Wendy (5 May 2018). "Cambridge Analytica is dead – but its obscure network is alive and well" (<https://www.theguardian.com/uk-news/2018/may/05/cambridge-analytica-scl-group-new-companies-names>). *The Guardian*. Retrieved 13 August 2018.
24. "Cambridge Analytica is shutting down following Facebook scandal" (<https://www.engadget.com/2018/05/02/cambridge-analytica-is-shutting-down-following-facebook-scandal/>). *Engadget*. Retrieved 3 May 2018.
25. Waterson, Jim (2 May 2018). "Cambridge Analytica closure – questions and answers" (<https://www.theguardian.com/uk-news/2018/may/02/cambridge-analytica-closure-questions-and-answers>). *The Guardian*. Retrieved 3 May 2018.
26. "Cambridge Analytica tried to sell itself to 18,000 buyers – but received just 4 paltry offers" (<https://www.businessinsider.com/cambridge-analytica-failed-to-sell-itself-to-18000-buyers-2018-7?IR=T>). *Business Insider*. Retrieved 13 August 2018.
27. "Cambridge Analytica dismantled for good? Nope: it's just changing its name to Emerdata" ([https://www.theregister.co.uk/2018/05/02/cambridge\\_analytica\\_shutdown/](https://www.theregister.co.uk/2018/05/02/cambridge_analytica_shutdown/)). Retrieved 2 May 2018.
28. "Is Cambridge Analytica really shutting down?" (<https://thinkprogress.org/is-cambridge-analytica-really-shutting-down-3618ac78each/>). Retrieved 2 May 2018.
29. "Cambridge Analytica is out of business, but its heavy hitters have reopened under a new name / Boing Boing" (<https://boingboing.net/2018/05/02/transparent-ploy.html>). *boingboing.net*. 2 May 2018. Retrieved 3 May 2018.
30. "Cambridge Analytica founders behind new London-based data processing company" (<https://www.thisisoxfordshire.co.uk/news/national/16103068.cambridge-analytica-founders-behind-new-london-based-data-processing-company/>). *thisisoxfordshire*.
31. Pasternack, Jesse Witt and Alex (26 July 2019). "The strange afterlife of Cambridge Analytica and the mysterious fate of its data" (<https://www.fastcompany.com/90381366/the-mysterious-afterlife-of-cambridge-analytica-and-its-trove-of-data>). *Fast Company*.
32. "The power players behind Cambridge Analytica have set up a mysterious new data company" (<https://www.businessinsider.com/cambridge-analytica-executives-and-mercer-family-launch-emerdata-2018-3>). *Business Insider*.
33. Ghosh, Shona (21 March 2018). "The power players behind Cambridge Analytica have set up a mysterious new data company" (<https://www.businessinsider.nl/cambridge-analytica-executives-and-mercer-family-launch-emerdata-2018-3/>). *Business Insider Nederland*.

34. "As Cambridge Analytica shuts, directors surface in new firm, Emerdata" (<http://www.newsweek.com/what-emerdata-scl-group-executives-flee-new-firm-and-its-registered-office-909334>). *Newsweek*. 3 May 2018. Retrieved 3 May 2018.
35. "Data analytics firm engulfed in Facebook's privacy scandal closes down" (<https://www.nbcnews.com/tech/tech-news/cambridge-analytica-close-down-following-facebook-data-scandal-n870831>). NBC News. Retrieved 2 May 2018.
36. "The power players behind Cambridge Analytica have set up a mysterious new data company" (<http://www.businessinsider.fr/us/cambridge-analytica-executives-and-mercier-family-launch-emerdata-2018-3>). *Business Insider France* (in French). Retrieved 2 May 2018.
37. "Alexander James Ashburner NIX – Personal Appointments (free information from Companies House)" (<https://beta.companieshouse.gov.uk/officers/YEplkqBMfc6Rp3dbPs57pN3aqO4/appointments>). Companies House, Government of the United Kingdom. Retrieved 2 May 2018.
38. "EMERDATA LIMITED – Officers (free information from Companies House)" (<https://beta.companieshouse.gov.uk/company/10911848/officers>). Companies House, Government of the United Kingdom. Retrieved 3 May 2018.
39. "Cambridge Analytica's CEO allegedly took \$8 million from the firm before its closure" (<https://www.businessinsider.com/alexander-nix-allegedly-took-8-million-cambridge-analytica-2018-6>). *Business Insider*.
40. "As Cambridge Analytica shuts, directors surface in new firm, Emerdata" (<https://www.newsweek.com/what-emerdata-scl-group-executives-flee-new-firm-and-its-registered-office-909334>). *Newsweek*. 3 May 2018.
41. "The Cambridge Analytica power players set up a mysterious new data firm – and they could use it for a 'Blackwater-style' rebrand" (<https://www.businessinsider.nl/cambridge-analytica-could-rebrand-emerdata-2018-5/>). *Business Insider*. 3 May 2018.
42. "Terms of Service Violation" (<https://www.bloomberg.com/news/articles/2018-05-08/cambridge-analytica-won-t-be-revived-under-new-company-name>). *Bloomberg.com*. Bloomberg L.P. 8 May 2018.
43. "List of officers – SGL" (<https://web.archive.org/web/20180325072047/https://beta.companieshouse.gov.uk/company/05514098/officers>). Companies house. Archived from the original (<https://beta.companieshouse.gov.uk/company/05514098/officers>) on 25 March 2018. Retrieved 23 March 2018.
44. "Company information – SDG registrars limited" (<https://beta.companieshouse.gov.uk/officers/gC8nSYuAaf2UAkS6Wzz2O9jKI5g/appointments>). Companies house, UK. Retrieved 23 March 2018.
45. Pasternack, Jesse Witt and Alex (26 July 2019). "The strange afterlife of Cambridge Analytica and the mysterious fate of its data" (<https://www.fastcompany.com/90381366/the-mysterious-afterlife-of-cambridge-analytica-and-its-trove-of-data>). *Fast Company*. Retrieved 31 August 2019.
46. "SCL website" (<https://sclgroup.cc>). *sclgroup.cc*. SCL. Retrieved 6 June 2018.
47. Ghoshal, Debjyot (28 March 2018). "The amazing reach of Cambridge Analytica" (<https://qz.com/1239762/cambridge-analytica-scandal-all-the-countries-where-scl-elections-claims-to-have-worked/>). Quartz / Reuters. Retrieved 6 June 2018.
48. "Cambridge Analytica, LLC, In the Matter of" (<https://www.ftc.gov/enforcement/cases-proceedings/182-3107/cambridge-analytica-llc-matter>). *Federal Trade Commission*. 23 July 2019.
49. "Cambridge Analytica's former boss gets 7-year ban on being a business director" (<https://techcrunch.com/2020/09/25/cambridge-analyticas-former-boss-gets-7-year-ban-on-being-a-business-director/>). *TechCrunch*. Retrieved 4 April 2021.
50. "7-year disqualification for Cambridge Analytica boss" (<https://www.gov.uk/government/news/7-year-disqualification-for-cambridge-analytica-boss>). *gov.uk*. 24 September 2020.

## External links

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- Strategic Communication Laboratories (<https://web.archive.org/web/20190111195059/https://sclgroup.cc/home>)
  - Behavioural Dynamics Institute (<http://www.bdinstitute.org/>)
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Retrieved from "[https://en.wikipedia.org/w/index.php?title=SCL\\_Group&oldid=1240034685](https://en.wikipedia.org/w/index.php?title=SCL_Group&oldid=1240034685)"





## Contract Summary

**Award ID:** SAQMMA17C0115

**Parent Award ID:** --

### Awarding Agency

#### Department of State

**Sub-Agency**

Department of State

**Office**

ACQUISITIONS - AQM MOMENTUM

### Recipient

#### SCL GROUP LIMITED

**Address**

1-6 YARMOUTH PLACE  
MAYFAIR  
LONDON, UNITED KINGDOM W1J 7

**DUNS**

347100443

**Parent DUNS**

347100443

**Business Types**

Corporate Entity Not Tax Exempt  
For Profit Organization

# Award Amounts

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This contract was awarded to **Scl Group Limited** with a potential award amount of **\$496,232**. Of this amount, **100% (\$496,232)** has been obligated.



## Contract Details

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### Description

TARGET AUDIENCE RESEARCH INCLUDING DESIGNING COMMUNICATION AND MESSAGING STRATEGY AND MONITORING ITS IMPLEMENTATION IGF::OT::IGF

### Period of Performance

02/20/2017 - 02/19/2018 (11 months)

### Primary Place of Performance

UNITED KINGDOM

### Contract Award Type

DEFINITIVE CONTRACT

### Contract Pricing Type

FIRM FIXED PRICE

[See Additional Details](#)

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## Additional Details ▾

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### Parent Award Details

**Parent Award ID**

--

**IDV Type**

--

**IDC Type**

--

**IDV Agency Identifier**

--

**Mutiple or Single Award IDV**

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### Agency Details

**Awarding Agency**

Department of State

**Awarding Sub-Agency**

Department of State

**Awarding Office**

ACQUISITIONS - AQM MOMENTUM

**Funding Agency**

Department of State

**Funding Sub-Agency**

Department of State

**Funding Office**

BUREAU OF INTERNATIONAL INFORMATION

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## Competition Details

**Solicitation ID**

--

**Solicitation Procedures**

ONLY ONE SOURCE

**Number of Offers Received**

1

**Extent Competed**

NOT COMPETED

**Not Competed Reason**

ONLY ONE SOURCE - OTHER

**Set-Aside Type**

NO SET ASIDE USED.

**Commercial Item Acquisition Procedures**

COMMERCIAL ITEM

**Commercial Item Test Program**

NO

**Evaluated Preference**



NO PREFERENCE USED

**FedBizOpps**

NO

**Small Business Competitiveness Demonstration Program**

False

**Fair Opportunity Limited Sources**

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## Product or Service Details

**Product Service Code (PSC)**

R497: SUPPORT- PROFESSIONAL: PERSONAL SERVICES CONTRACTS

**NAICS Code**

541910: MARKETING RESEARCH AND PUBLIC OPINION POLLING

**DoD Claimant Code**

--

**DOD Acquisition Program**

--

**Information Technology Commercial Item Category**

--

**Sea Transportation**

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## Legislative Mandates

**Clinger-Cohen Act Compliant**

NO

**Subject to Davis Bacon Act**

--

**Subject to Service Contract Act**

--

**Subject to Walsh Healey Act**

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## Additional Details

**Cost or Pricing Data**

NO

**Domestic or Foreign Entity**

FOREIGN-OWNED BUSINESS INCORPORATED IN THE U.S.

**Foreign Funding**

NOT APPLICABLE

**Interagency Contracting Authority**

NOT APPLICABLE

**Major Program**

--

**Price Evaluation Adjustment Preference Percent Difference**

0.00

**Program Acronym**

--

**Subcontracting Plan**

PLAN NOT INCLUDED - NO SUBCONTRACTING POSSIBILITIES

**Multi Year Contract**

NO

**Purchase Card as Payment Method**

NO

**Consolidated Contract**

NOT CONSOLIDATED

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## Executive Compensation

**Officer 1**

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**Officer 2**

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**Officer 3**


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**Officer 4**

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**Officer 5**

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**The Companies Act 2006**  
**Company limited by shares**  
**Special resolutions**  
of  
**STRATEGIC COMMUNICATION LABORATORIES LIMITED (name to be changed to SCL Group Limited) (Company)**  
(company number 5514098)

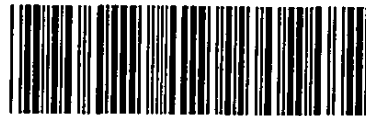
Under section 288 Companies Act 2006 on 10 June 2015 the following written resolutions were passed as special resolutions

**Special Resolutions**

- Actioned* {
- 1 That the paid up share capital of the Company be reduced from £8,888 10 (eight thousand eight hundred and eighty eight pounds and ten pence) to £6,634 80 (six thousand six hundred and thirty four pounds and eighty pence) by cancelling, extinguishing and repaying 22,533 ordinary shares of £0 10 (ten pence) each registered in the name of Wheddon Limited at their nominal value and that the share premium account of the Company be cancelled and repaid as to £147,746 70 to be paid to Wheddon Limited. No payments to be made to other shareholders, and
  - 2 That the name of the Company be changed to SCL Group Limited

*J.D. Wheddon*  
Director

THURSDAY



\*S4CQCO2R\*

SPE

30/07/2015

#53

COMPANIES HOUSE





**FILE COPY**

**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

Company Number 5514098

The Registrar of Companies for England and Wales hereby certifies that under the Companies Act 2006:

**STRATEGIC COMMUNICATION LABORATORIES LIMITED**

a company incorporated as private limited by shares; having its registered office situated in England and Wales; has changed its name to:

**SCL GROUP LIMITED**

Given at Companies House on **19th August 2015**



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 5514098

The Registrar of Companies for England and Wales hereby certifies that

**STRATEGIC COMMUNICATION LABORATORIES LIMITED**

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House, London, the 20th July 2005



\*N05514098J\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

## Declaration on application for registration

Please complete in typescript,  
or in bold black capitals.  
CHFP010.

**Company Name in full**

5514098	
STRATEGIC COMMUNICATION LABORATORIES LIMITED	
I,	LYNDA SPENCER, SIGNING ON BEHALF OF SDG SECRETARIES LTD
of	41 CHALTON STREET, LONDON NW1 1JD

† Please delete as appropriate

do solemnly and sincerely declare that I am a † ~~Solicitor engaged in the formation of the company~~ [person named as ~~director or~~ secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

**Declarant's signature**

Declared at	41 CHALTON STREET, LONDON NW1 1JD

Day	Month	Year
2	0	7
2	0	0
5		

● Please print name

● before me

ROBERT KING
-------------

**Signed**

	<b>Date</b> 20/07/2005
--	------------------------

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

STANLEY DAVIS GROUP LIMITED	
41 CHALTON STREET, LONDON NW1 1JD	
Tel 0207 554 2258	
DX number 2103	DX exchange EUSTON



When you have completed and signed the form please send it to the Registrar of Companies at:  
**Companies House, Crown Way, Cardiff, CF14 3UZ**      **DX 33050 Cardiff**  
 for companies registered in England and Wales  
 or  
**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
 for companies registered in Scotland      **DX 235 Edinburgh**

**First directors and secretary and intended situation of registered office**

*Please complete in typescript, or in bold black capitals.*

CHFP010

Notes on completion appear on final page

**Company Name in full**

5514098

STRATEGIC COMMUNICATION LABORATORIES LIMITED

**Proposed Registered Office**

(PO Box numbers only, are not acceptable)

Post town

County / Region

30 FARRINGDON STREET

LONDON

Postcode EC4A 4HJ

If the memorandum is delivered by an agent for the subscriber(s) of the memorandum mark the box opposite and give the agent's name and address.

Agent's Name

Address

Post town

County / Region

STANLEY DAVIS GROUP LIMITED

41 CHALTON STREET

LONDON

Postcode NW1 1JD

Number of continuation sheets attached

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

STANLEY DAVIS GROUP LIMITED, 41 CHALTON STREET,

LONDON, NW1 1JD

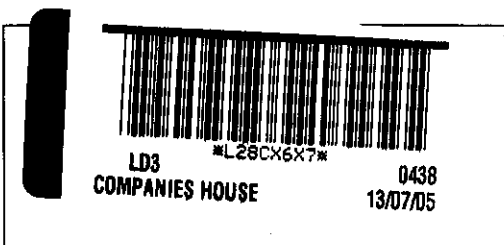
Tel: 020 7554 2222  
Fax: 020 7554 2201

DX number 2103      DX exchange EUSTON

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for companies registered in England and Wales

**or**  
**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
for companies registered in Scotland      **DX 235 Edinburgh**



**Company Secretary** (See notes 1-5)

Company name STRATEGIC CGMMUNICATION LABORATORIES LIMITED

Name \* Style / Title \* Honours etc

\* Voluntary details.

Forename(s)

Surname SDG SECRETARIES LIMITED

Previous forename(s)

Previous surname(s)

Address 41 CHALTON STREET

**Usual residential address**

For a corporation, give the registered or principal office address.

Post town LONDON

County / Region Postcode NW1 1JD

Country

I consent to act as secretary of the company named on page 1

Consent signature Date 12/7/05

**Directors** (see notes 1-5)

Please list directors in alphabetical order

p.p. SDG Secretaries Limited

Name \* Style / Title \* Honours etc

Forename(s)

Surname SDG REGISTRARS LIMITED

Previous forename(s)

Previous surname(s)

Address 41 CHALTON STREET

**Usual residential address**

For a corporation, give the registered or principal office address.

Post town LONDON

County / Region Postcode NW1 1JD

Country

Day Month Year

Date of Birth Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature Date 12/7/05

p.p. SDG Registrars Limited



**Directors** (continued) (see notes 1-5)

* Voluntary details.	<b>Name</b>	* Style / Title	<input type="text"/>	* Honours etc	<input type="text"/>
		Forename(s)	<input type="text"/>		
		Surname	<input type="text"/>		
		Previous forename(s)	<input type="text"/>		
		Previous surname(s)	<input type="text"/>		
<b>Address</b>		<input type="text"/>			
<b>Usual residential address</b>		<input type="text"/>			
For a corporation, give the registered or principal office address.		Post town	<input type="text"/>		
	County / Region	<input type="text"/>	Postcode	<input type="text"/>	
	Country	<input type="text"/>			
	<b>Date of Birth</b>	Day	Month	Year	<b>Nationality</b>
		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<b>Business occupation</b>	<input type="text"/>			
	<b>Other directorships</b>	<input type="text"/>			
		<input type="text"/>			
	I consent to act as director of the company named on page 1				
	<b>Consent signature</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>	

This section must be signed by Either an agent on behalf of all subscribers

**Signed**  **Date**

Or the subscribers (i.e. those who signed as members on the memorandum of association).

**Signed**  **Date**

**Signed**  **Date**

**Signed**  **Date**

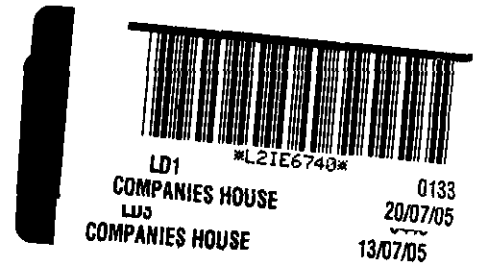
**Signed**  **Date**

**Signed**  **Date**

**Signed**  **Date**

SS14098

INC  
56431  
LTD



5312

The Companies Acts 1985 to 1989

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00400117

**PRIVATE COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION OF  
STRATEGIC COMMUNICATION LABORATORIES LIMITED**

1. The Company's name is **STRATEGIC COMMUNICATION LABORATORIES LIMITED**
2. The Company's Registered Office is to be situated in England and Wales.
3. The Company's objects are:-
  - (a) To carry on business as a general commercial company.
  - (b) To carry on any other business which in the opinion of the Company, may be capable of being conveniently or profitably carried on in connection with or subsidiary to any other business of the Company and is calculated to enhance the value of the Company's property.
  - (c) To purchase or by any other means acquire freehold, leasehold or any other property for any estate or interest whatever, movable or immovable or any interest in such property, and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the Company.
  - (d) To apply for, register or by other means acquire any patents, patent rights, brevets d'invention, licences, trademarks, concessions and inventions and to use and turn to account the same or to develop, sell or assign the same or grant licences or privileges in respect thereof or otherwise turn the same to the advantage of the Company.
  - (e) To build, reconstruct or generally maintain buildings and works of all kinds, whether or not these are situate on the property of the Company.
  - (f) To invest and deal with the monies of the Company in such shares or upon such securities and in such manner as from time to time may be determined.
  - (g) To enter into arrangements for joint workings in business or amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit the Company.
  - (h) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of the Company.

129100001

- (i) To sell, improve, manage, develop, turn to account, let on rent or royalty or share of profits or otherwise, grant licences or easements or other rights in or over, or in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (j) To subscribe for, take, purchase or otherwise acquire either for cash, shares or debentures in this Company or any other consideration any other company or business which, in the opinion of the Company, may be carried on so as directly or indirectly to benefit the Company.
- (k) To sell or otherwise dispose of the whole or any part of the business or property of the Company for any consideration, shares or debentures as the Company may think fit.
- (l) To lend and advance money or give credit on any terms and with or without security to any company, firm or person (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any company, firm or person (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- (m) To borrow or raise money in any manner and to secure the repayment of any money borrowed raised, or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (n) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (o) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (p) To support and subscribe to any funds and to subscribe to or assist in the promotion of any charitable, benevolent or public purpose or object for the benefit of the Company or its employees, directors or other officers past or present and to grant pensions to such persons or their dependants.
- (q) To distribute among the members of the Company in kind any property of the Company of whatever nature.
- (r) To pay all or any expenses in connection with the promotion, formation and incorporation of the Company, or to contract with any company, firm or person to pay the same, and to pay commission to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

- (s) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.
- (t) Subject to, and always in compliance with, the provisions of sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in section 152(1)(a) of the Act) for any such purpose as is specified in Section 151 (1) and/or Section 151(2) of the Act.

None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in any such sub-clause or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

- 4. The liability of the Members is limited.
- 5. The Company's share capital is £100,000 divided into:  
100,000 Ordinary shares of £1.00 each

We, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of Shares shown opposite our respective name.

Name and Address of Subscriber(s)	Number of Ordinary shares taken by subscriber(s)
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SDG SECRETARIES LIMITED 41 CHALTON STREET LONDON NW1 1JD
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1
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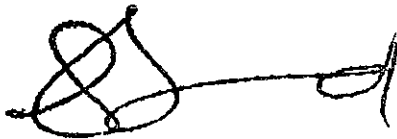
p.p. SDG Secretaries Limited

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Dated: 13 July 2005

Witness to the above signatures:

LYN BOND  
41 CHALTON STREET  
LONDON  
NW1 1JD





The Companies Acts 1985 to 1989

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PRIVATE COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION OF

**STRATEGIC COMMUNICATION LABORATORIES LIMITED**

**PRELIMINARY**

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1. (a) (i) Subject as hereinafter provided the Regulations contained in Table A in The Companies (Table A to F) Regulations 1985 ("Table A") shall apply to the Company.  
  
(ii) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.  
  
(iii) 'communication' shall mean the same as is detailed in the Electronic Communications Act 2000.  
  
(iv) 'electronic communication' shall mean the same as is detailed in the Electronic Communications Act 2000.  
  
(b) In Regulation 1 of Table A there shall be inserted before the words 'office' and 'secretary' the word 'the' and between the words 'regulations' and 'the Act' the words 'and in any regulations adopting in whole or in part the same'.
2. Regulations 8,24,35,41,46,48,64,67,73 to 77 inclusive and 94 to 97 inclusive of Table A shall not apply to the Company.
3. The Company is a private company and accordingly no offer or invitation shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

**SHARES**

---

4. (a) Subject to Article 5 below all unissued shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the directors and for the purposes of Section 80 of the Act the directors are unconditionally authorised to exercise the power of the Company to allot shares grant options over or otherwise dispose of the same to such persons and on such terms as

- they think fit at any time or times during the period of five years from the date of incorporation and the directors may after that period allot any shares or grant any such rights under this authority in pursuance of an offer or agreement made by the Company within that period.
- (b) The authority given above may be renewed revoked or varied by ordinary resolution of the Company in general meeting.
  - (c) Subject to Chapter VII of Part V of the Act, and to the Regulations of the Company, the Company may purchase its own shares (including redeemable shares) whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.
  - (d) Subject to Chapter VII of Part V of the Act, any shares may, with the sanction of an Ordinary resolution, be issued on the terms that they are, at the option of the Company or the shareholder, liable to be redeemed on such terms and in such manner as the Company before the issue of the shares by Special resolution determine, and whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.
  - (e) Subject to Chapter VI of Part V of the Act, the Company may give financial assistance for the purpose of or in connection with any acquisition of shares made or to be made in the Company or its Holding Company.
5. (a) In accordance with Section 91(1) of the Act, Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.
- (b) All unissued shares which are not comprised in the authorised share capital of the Company with which the Company is incorporated shall be offered to the members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in general meeting shall by special resolution otherwise direct. Such offer shall be made by written notice specifying the number of shares offered and a period (not being less than 14 days) within which the offer if not accepted will be deemed to be declined. After the expiration of this period or, if earlier, on receipt of notice of non-acceptance, those shares so declined shall be offered to the members who have within the said period accepted all the shares offered to them in the proportion aforesaid in like terms in the same manner and limited by a like period as the original offer. The directors may in accordance with the provisions of this Article allot grant options over or otherwise dispose of such shares not accepted pursuant to such offers together with any shares not capable of being offered aforesaid except by way of fractions to such persons on such terms as they think fit provided that such shares shall not be disposed of on such terms which are more favourable to the subscribers therefor than the terms on which they were offered to the members. The provisions of this Article shall be subject to Section 80 of the Act.

## LIEN

---

6. The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or payable at the fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (whether or not it is a fully paid share) registered in the name of any member whether solely or one of two or more joint holders for all such moneys presently payable by him or his estate to the Company. However the directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to all dividends payable thereon.

## TRANSFER OF SHARES

---

7. (a) No share or beneficial ownership of a share shall be transferred (otherwise than to the Company subject to Article 4 of the Company) until the rights of pre-emption hereinafter conferred have been exhausted. Any obligation to transfer a share pursuant to this Article is an obligation to transfer the entire legal and beneficial interest in such share.
- (b) A member who intends to transfer any share or any interest therein (including for this purpose the assignment of the beneficial interest in, or the creation of any charge or other security interest over, such share or the renunciation or assignment of any right to receive or subscribe for such share) ("the Seller") shall give notice ("the Transfer Notice") to the directors of his intention and the particulars of the shares ("the Transfer Shares") together with the price per share at which he is willing to sell ("the Specified Price"). A Transfer Notice once received by the directors is irrevocable unless paragraphs (d) or (h) apply.
- (c) The Transfer Notice shall constitute the Company as agent of the Seller for the sale of the Transfer Shares to the members other than the Seller ("the Offerees") at the Specified Price save that if the directors do not accept that the Specified Price constitutes a fair price they shall instruct the Auditors of the Company (who shall act as experts and not as arbitrators so that any provision of law or statute relating to arbitration shall not apply) to certify in writing ("Certificate of Value") the value of the Transfer Shares as between a willing seller and a willing buyer. The Auditors' decision on the value of the Transfer Shares between a willing seller and a willing buyer is within the Auditors' complete discretion and their certification shall be final and binding on the members. The Specified Price in the Transfer Notice shall be substituted by the price in the Certificate of Value. The Company upon receipt of the Certificate of Value shall forthwith furnish a copy thereof to the Seller. The Seller shall bear the cost of the valuation.
- (d) If upon receipt of the Certificate of Value the Seller considers that the price decided upon by the Auditors of the Company is not a reasonable one he shall be entitled to revoke the Transfer Notice within 7 days of receipt of the Certificate of Value by written notice to the directors ("the First Revocation Period"). Thereafter the Transfer Shares will not be offered by the directors to the Offerees or by the Seller to any other person or persons unless at a later date the Seller serves another Transfer Notice in respect of the Transfer Shares in which event all the provisions of this Article shall apply.
- (e) If the Seller has not revoked the Transfer Notice upon expiry of the First Revocation Period the price (whether by reference to the Specified Price or the Certificate of Value) shall be fixed in the Transfer Notice as the final price ("the Final Price") and the directors shall by notice in writing ("the Offer Notice") inform the Offerees of the number and price of the Transfer Shares and shall invite the Offerees to apply in writing to the Company, within 21 days of the date of despatch of the Offer Notice (which date must be stated therein), for a maximum number of the Transfer Shares.
- (f) If such Offerees within the period of 21 days stated in the Offer Notice apply for all or any of the Transfer Shares the directors will allocate the Transfer Shares applied for to the applicant Offerees in such proportions (or as nearly as may be and without increasing the number sold to an Offeree beyond the number applied for by him) as their existing holdings bear to the total of the holdings of the applicant Offerees. The Transfer Shares not capable of being allocated without involving fractions shall be allocated to the applicant Offerees in such proportion as the directors think fit. Any outstanding Transfer Shares may then be allocated in such manner as the directors think fit to those Offerees who applied for such Transfer Shares provided no Offeree shall be allocated shares in excess of the number of shares applied for by him.

- (g) If upon expiry of the 21 day period specified in the Offer Notice the directors shall have received applications for some but not all of the remaining Transfer Shares the directors may nominate within 14 days from the expiry of the Offer Notice a person or persons which may (subject to the Act) be the Company to whom the Transfer Shares not applied for will be allocated. The directors shall give notice in writing (the "Allocation Notice") of such allocations pursuant to paragraph (f) and this paragraph to the Seller and to the persons to whom the Transfer Shares have been allocated. The Allocation Notice must specify the date of despatch of the Allocation Notice, the name and address of the persons to whom the allocations have been made, the price and method of payment and number of Transfer Shares to be allocated and the place and time for completion (which shall be 21 days from the date of despatch) and that the Allocation Notice is subject to the Seller's right of revocation pursuant to paragraph (h).
- (h) The Seller may revoke the Transfer Notice if after service of the Allocation Notice not all the Transfer Shares have been taken up. Notice must be given in writing by the Seller to the Company within 14 days of the date of the Allocation Notice (the "Second Revocation Period").
- (i) If the Seller has not revoked the Transfer Notice upon expiry of the Second Revocation Period the Seller shall be bound upon payment of the purchase price due in respect thereof to transfer the shares comprised in the Allocation Notice to the person or persons (which may be the Company subject to the Act) named therein on the day and at the time specified therein.
- (j) In the event that the Seller fails or refuses to transfer the Transfer Shares having become bound so to do the Company may receive the purchase price in trust for the Seller and may authorise some person to execute a transfer of the Transfer Shares in favour of the purchasers.
- (k) During the 3 months following the expiry of 56 days from the date of the Offer Notice the Seller may (subject nevertheless to the provisions of paragraph (l)) transfer to any person and at any price but not less than the Final Price fixed in the Transfer Notice any of the shares comprised therein not included in the Allocation Notice or all but not part of the Transfer Shares comprised in the Transfer Notice if the Seller has revoked the Transfer Notice under paragraph (h).
- (l) The directors may in their absolute discretion and without assigning any reason therefor decline to register the transfer of a share whether or not it is a fully paid share.

#### GENERAL MEETINGS

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- 8. (a) In every notice convening a general meeting of the Company there shall appear a statement that a member entitled to attend and vote is entitled to appoint a proxy and the proxy need not be a member of the Company and Regulation 38 of Table A shall be modified accordingly
- (b) Proxies may be deposited at the Registered Office of the Company at any time before the time of the meeting for which they are to be used unless otherwise specified in the notice convening the meeting. The Directors at their discretion treat an electronic communication appointing a proxy as a proxy for the purposes of the Article. Regulation 62 of Table A shall be modified accordingly..
- 9. (a) If the quorum prescribed by Regulation 40 of Table A is not present within 30 minutes from the time appointed for the meeting, the meeting shall stand adjourned to the

- same day in the next week at the same time and place or such time and place as the directors may determine.
- (b) If at the adjourned meeting a quorum is not present within 30 minutes of the time appointed for the meeting one person entitled under Regulation 40 of Table A to be counted in a quorum present at the meeting shall constitute a quorum.
10. (a) A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded.
- (b) A poll may be demanded by the chairman or by a member (present in person or by proxy) having the right to attend and vote at the meeting.
  - (c) The demand for a poll may before the poll is taken be withdrawn.
  - (d) A demand so withdrawn shall not be taken to have invalidated the result of a vote on a show of hands declared before the demand was made.
11. A Resolution in writing signed or approved by letter, telex, facsimile transmission or cable or by any other electronic communication by all members of the Company, who would have been entitled to vote upon it if it had been duly proposed at a General Meeting or at a meeting of any class of members of the Company, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a General Meeting or at such a class meeting of the Company (as the case may be) duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the members or their attorneys (or in the case of a member which is a body corporate, by a director thereof or by a duly appointed representative). Regulation 53 of Table A shall not apply to the Company.
12. (a) If and for so long as the Company has only one member and that member takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting save that this paragraph shall not apply to resolutions passed pursuant to ss303 and 391 of the Companies Act 1985.
- (b) Any decision taken by a sole member pursuant to para (a) above shall be recorded in writing and delivered by that member to the Company for entry in the Company's minute book.

#### **VOTES OF MEMBERS**

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13. The words "or by proxy" shall be inserted after the word "person" in regulation 54 of Table A.
14. The words "Unless the directors determine otherwise" shall be inserted at the commencement of Regulation 57 of Table A.
15. The words "30 minutes" shall be substituted for "48 hours" in Regulation 62(a) of Table A and for "24 hours" in Regulation 62(b) of Table A.

#### **DIRECTORS**

---

16. The first director or directors of the Company shall be the person or persons named in the statement delivered under Section 10 of the Act.

17. Unless and until otherwise determined by the Company in general meeting there shall be no maximum number of directors and the minimum number of directors shall be one. Whensoever there shall be a sole director such director may exercise all the powers discretions and authorities vested in the directors by these Articles and by Table A. The words "and unless so fixed at any other number shall be two" shall be omitted from Regulation 89 of Table A.
18. In any case where as a result of the death of a sole member of the Company the Company has no members and no Directors the personal representatives of such deceased member shall have the right by notice in writing to appoint a person to be a Director of the Company and such appointment shall be as effective as if made by any means allowed under these Articles of Association for the appointment of Directors.
19. The directors may exercise all the powers of the Company to borrow without limit as to amount and upon such terms and in such manner as they think fit and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage charge or standard security over its undertaking property and uncalled capital or any part thereof and to issue debentures debenture stock or any other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.
20. (a) The words "and may also determine the rotation in which any additional directors are to retire" shall be omitted from Regulation 78 of Table A.  
(b) The second and third sentences of Regulation 79 of Table A shall be omitted.
21. A director who is in any way either directly or indirectly interested in any contract transaction or arrangement (whether actual or proposed) with the Company or in which the Company is otherwise interested shall declare the nature of his interest at a meeting of the directors in accordance with Section 317 of the Act. Subject to such disclosure a director shall be entitled to vote in respect of any such contract transaction or arrangement (whether actual or proposed) in which he is interested and whether or not he votes he shall be counted in reckoning whether a quorum is present or not.

## NOTICES

---

22. (a) Any notice or other document may be served on or delivered to any Member of the Company either;
  - (i) personally, or
  - (ii) by sending it by post addressed to the Member at his registered address, or
  - (iii) by any form of electronic communication, or
  - (iv) by leaving it at the Member's registered address, or
  - (v) by any other means instructed in writing by the member concerned and agreed by the Company.

In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Regulation 112 of Table A shall be modified accordingly.
- (b) Any notice or other document, which is sent by post, shall be deemed to have been served or delivered 24 hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered office otherwise than by post or sent by electronic communication, shall be deemed to have been served or delivered when it was left or sent. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the



Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. Regulation 115 of Table A shall be modified accordingly.

#### **THE SEAL**

---

23. The Company may have a Seal if it so wishes. If the Company has a Seal the Directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Director and the Secretary or by a second Director. The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a Seal.

#### **INDEMNITY**

---

24. In addition to the indemnity conferred by Regulation 118 of Table A and subject to the provisions of the Act every such person as is mentioned in the said Regulation shall be entitled to be indemnified out of the assets of the Company against all expenses losses or liabilities incurred by him as agent of the Company or for the Company's benefit or intended benefit or in or about the discharge or intended discharge of his duties in relation to the Company.

NAME AND ADDRESS OF SUBSCRIBER(S)

SDG SECRETARIES LIMITED  
41 CHALTON STREET  
LONDON  
NW1 1JD



p.p. SDG Secretaries Limited

---

Dated: 13 July 2005

Witness to the above signatures:


LYN BOND  
41 CHALTON STREET  
LONDON  
NW1 1JD





Vendors / Strategic Communication Laboratories LTD

# Strategic Communication Laboratories LTD London (DBA SCL) Federal

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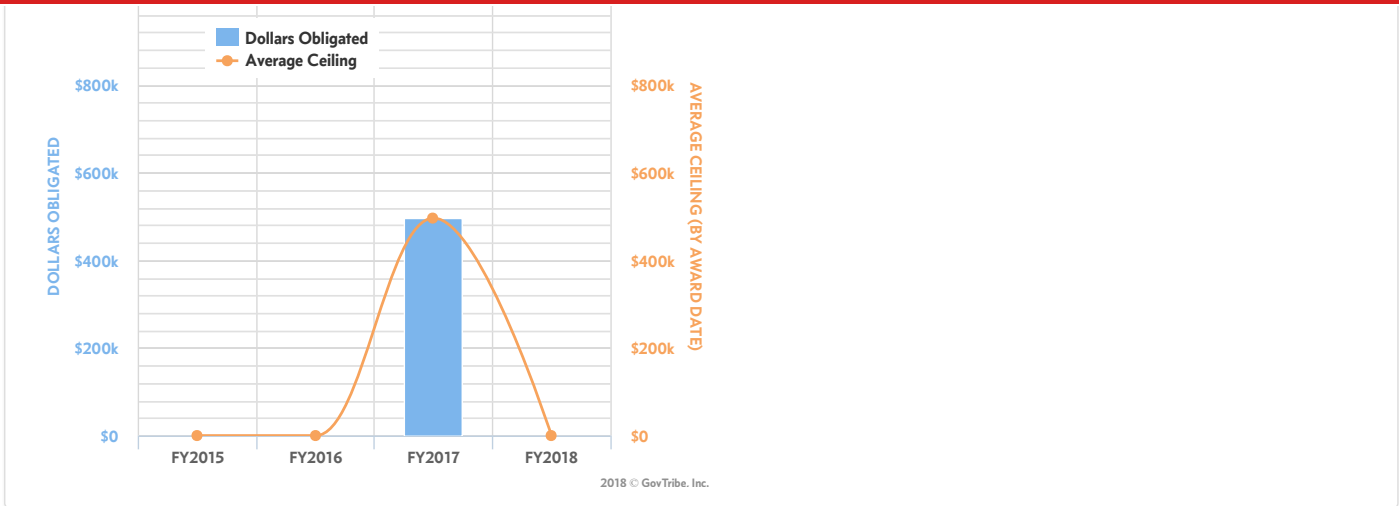
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Name	Strategic Communication Laboratories LTD London (DBA SCL)
Division	Not Listed
Parent	<a href="#">Strategic Communication Laboratories LTD</a>
Address	Pkf Littlejohn 2Nd Floor, 1 Westferry Circus Canary Wharf, London, E14 4HD GBR
Website	Not Listed
Primary Category	 <a href="#">Marketing Consulting Services (541613)</a>
Size	\$25M annual revenue / 80 employee(s)
Contact(s)	<a href="#">Nigel Oakes (E-Business)</a>
Structure	Corporate Entity (Not Tax Exempt)
Designations	Not Listed



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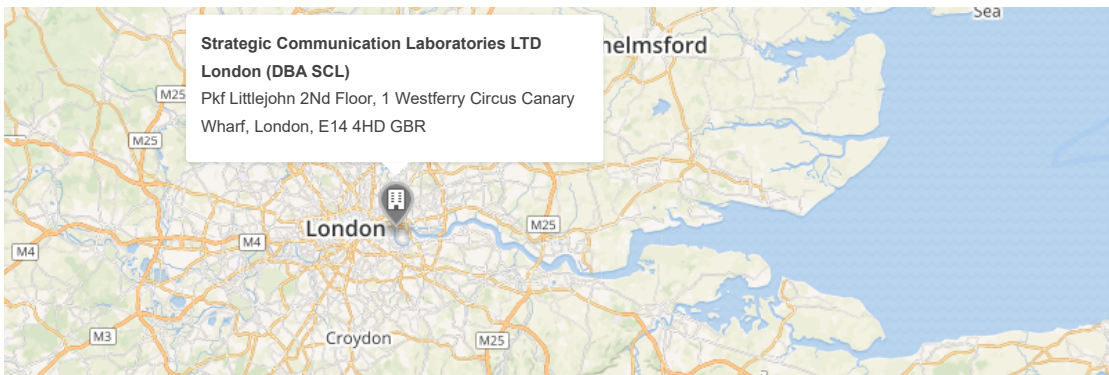
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<p><b>Parent</b> Self</p> <p><b>Location</b> Washington, DC</p> <p><b>Primary Category</b> Marketing Consulting Services</p> <p><b>Designation(s)</b> Minority Owned Business Self Certified Sr</p>	<p><b>Parent</b> Self</p> <p><b>Location</b> Washington, DC</p> <p><b>Primary Category</b> Marketing Consulting Services</p> <p><b>Designation(s)</b> Self Certified Small Disadvantaged Busin... DOT Certified DBE Limited Liability Comp</p>	<p><b>Parent</b> Self</p> <p><b>Location</b> Tallahassee, FL</p> <p><b>Primary Category</b> Marketing Consulting Services</p> <p><b>Designation(s)</b> Not Listed</p>	<p><b>Parent</b> Self Location</p>
<p><b>Links Media L.L.C.</b></p> <p>♡ Last active 2 months ago</p> <p><b>Parent</b> Self</p> <p><b>Location</b> Rockville, MD</p> <p><b>Primary Category</b> Marketing Consulting Services</p> <p><b>Designation(s)</b> Minority Owned Business Self Certified Small Disadvantaged Busin... Economically Disadvantaged Women Small O... Woman Owned Small Business Woman Owned Business Limited Liability Company Hispanic American Owned Native American Owned</p>			

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Geoffrey Edwin Pattie  
 Director Appointment  
 Strategic Communication Laboratories Limited  
 aka SCL Group Limited  
 November 10, 2005  
 Co. No. 5514098

# 288a

## APPOINTMENT of director or secretary

Please complete in typescript,  
 or in bold black capitals.

(NOT for resignation (use Form 288b) or  
 change of particulars (use Form 288c))

CHFP010

Company Number

5514098

Company Name in full

STRATEGIC COMMUNICATION LABORATORIES LIMITED

### Appointment form

Notes on completion appear on next page.

Appointment as director

Day	Month	Year	† Date of Birth	Day	Month	Year
10	11	2005	17	11	1936	

as secretary  Please mark the appropriate box. If appointment is as a director and secretary mark both boxes.

NAME \* Style / Title

R. Hon Sir \*Honours etc

Forename(s)

Geoffrey Edwin

Surname

Pattie

Previous forename(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under the provisions of section 723B of the Companies Act 1985

†† Usual residential address

53 FREE TRADE WHARF 240 THE HIGHWAY

Post town

LONDON

Postcode

E1V 2ES

County / Region

Country

UK

† Nationality

BRITISH

† Business occupation

DIRECTOR

† Other directorships (additional space next page)

I consent to act as \*\* director / secretary of the above named company

Consent signature

*[Signature]*

Date

10-11-05

\* Voluntary details.

† Directors only.

\*\* Please delete as appropriate

A director, secretary etc must sign the form below.

Signed

*[Signature]*

Date

14-11-05

(\*a director / secretary / administrator / administrative receiver / receiver manager / receiver)

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public

Tel	
DX number	DX exchange

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
 for companies registered in England and Wales

or  
 Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

A16 \*ANACHASE\* 157  
 COMPANIES HOUSE 29/11/2005  
 COMPANIES HOUSE 17/11/2005



**Company Number**

5514098

† Directors only.

† Other directorships


**NOTES**

Show the full forenames, NOT INITIALS. If the director or secretary is a corporation or Scottish firm, show the name on surname line and registered or principal office on the usual residential line.

Give previous forenames or surname(s) except:

- for a married woman, the name by which she was known before marriage need not be given.
- for names not used since the age of 18 or for at least 20 years.

A peer or individual known by a title may state the title instead of or in addition to the forenames and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

**Other directorships.**

Give the name of every company incorporated in Great Britain of which the person concerned is a director or has been a director at any time in the past five years.

You may exclude a company which either is, or at all times during the past five years when the person concerned was a director, was

- dormant
- a parent company which wholly owned the company making the return, or
- another wholly owned subsidiary of the same parent company.

**WRITTEN RESOLUTION TO ADOPT NEW ARTICLES OF ASSOCIATION**

Company number: 05514098

The Companies Act 1985  
COMPANY LIMITED BY SHARES  
WRITTEN RESOLUTIONS  
OF

**STRATEGIC COMMUNICATION LABORATORIES LIMITED**

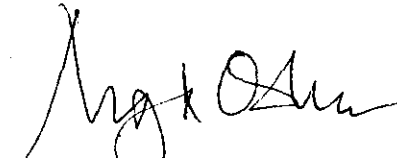
Pursuant to Section 381A of the Companies Act 1985 ('the Act')

Passed on 7<sup>th</sup> November 2005

WE, the undersigned members of the above named Company being all the members who at the date hereof would be entitled to attend and vote at a general meeting of the Company, hereby resolve as follows.

"THAT the draft regulations attached hereto and initialled by the chairman of the Board of Directors for the purposes of identification be adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association."

The resolution hereby passed shall take effect as a special resolution in accordance with Section 378 of the Act.

Signed:  Date: 4<sup>th</sup> November 2005  
Nigel Oakes (Member)

Signed:  Date: 4<sup>th</sup> November 2005  
Alexander Nix (Member)

Signed:  Date: 4<sup>th</sup> November 2005  
Alexander Oakes (Member)

Signed: \_\_\_\_\_ Date: November 2005  
Harry Rollo Gabb (Member)



**WRITTEN RESOLUTION TO ADOPT NEW ARTICLES OF ASSOCIATION**

Company number: 05514098

The Companies Act 1985  
COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF

**STRATEGIC COMMUNICATION LABORATORIES LIMITED**

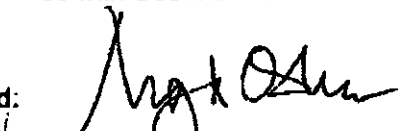
Pursuant to Section 381A of the Companies Act 1985 ('the Act')

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Signed:  Date: 4<sup>th</sup> November 2005  
Nigel Oakes (Member)

Signed:  Date: 4<sup>th</sup> November 2005  
Alexander Nix (Member)

Signed:  Date: 4<sup>th</sup> November 2005  
Alexander Oakes (Member)

Signed:  Date: 6<sup>th</sup> November 2005  
Harry Rollo Gabb (Member)

**ARTICLES OF ASSOCIATION**

(adopted on 7 November 2005)

of

**STRATEGIC COMMUNICATION LABORATORIES LIMITED**

Incorporated on 20 July 2005

Registered number: 5514098

**CMS Cameron McKenna LLP**

**Mitre House**

**160 Aldersgate Street**

**London EC1A 4DD**

**T +44(0)20 7367 3000**

**F +44(0)20 7367 2000**

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**ARTICLES OF ASSOCIATION**  
(adopted on 7 November 2005)  
of  
**STRATEGIC COMMUNICATION LABORATORIES LIMITED**

**1. Interpretation**

- 1.1 Subject as provided in paragraph 1.2 below, the regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) ("**Table A**") shall, together with the following regulations, constitute the articles of association of the Company.
- 1.2 Regulations numbered 8, 9, 24, 40, 50, 73 to 80 (both inclusive), 82, 94 to 98 (both inclusive) and 118 in Table A shall not apply to the Company.
- 1.3 In these Articles:
- 1.3.1 headings are used for convenience only and shall not affect the construction hereof;
- 1.3.2 words and expressions which are defined in Table A shall bear the same meaning where used herein and, unless the context otherwise requires or does not so admit or save as otherwise provided herein, words and expressions contained herein shall bear the same meaning as in the Act (as defined below) (but excluding any statutory modification or re-enactment thereof not in force on the date on which these Articles become binding on the Company);
- 1.3.3 in the event of there being any conflict or inconsistency between any provision in Table A which is applicable to the Company and any provision set forth herein, the latter shall prevail;
- 1.3.4 the following words and expressions shall have the following meanings:
- "**Act**": the Companies Act 1985 and every statutory modification or re-enactment thereof and every statutory instrument relevant thereto or derived therefrom for the time being in force
- "**Adoption Date**": 7 November 2005
- "**these Articles**": these articles of association as amended from time to time (and reference to an "**article**" shall be construed accordingly)
- "**Associate**": has the meaning ascribed thereto in article 8.1
- "**Bad Leaver**": is a Leaver:

- (a) whose employment is terminated by a Group Company in circumstances other than where he is wrongfully dismissed by such Group Company; or
- (b) who ceases to be employed by a Group Company in circumstances where he has voluntarily resigned from his employment with such Group Company

**“Bad Leaver Price”**: the price per Share which is the lesser of:

- (i) fair value, as agreed or determined pursuant to articles 6.6 and 6.7; and
- (ii) the Issue Price

**“Board”**: the board of directors of the Company as from time to time constituted

**“Clear Days”**: in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect

**“Consensus”**: Consensus Business Group Limited, a company incorporated in England and Wales under number 4890494 whose registered office at the Adoption Date is at 18 Upper Grosvenor Street, London W1K 7PW

**“Consensus Director”**: any Director of the Company appointed pursuant to article 3.1.1

**“Consensus Group”**: Consensus, any parent undertaking of Consensus and any subsidiary undertaking of Consensus or such parent undertaking *from time to time and any reference to “Consensus Group Company”* shall be construed accordingly

**“Consultancy Agreements”** means the amended consultancy agreements to be entered into on the Adoption Date between the Company and each of Peter Varnish, John Tollhurst and Sir Geoffrey Pattie pursuant to which Peter Varnish has been granted options over 2,386 Ordinary Shares, John Tollhurst has been granted options over 1,590 Ordinary Shares and Sir Geoffrey Pattie has been granted options over 1,590 Ordinary shares;

**“Controlling Interest”** has the meaning ascribed thereto in article 8.1

**“Directors”**: the Directors for the time being of the Company as a body or a quorum of the Directors present at a meeting of the Directors

**“Exempt Member”** means Roger Gabb, Glendower Trust and any person who acquires Shares originally held by Roger Gabb and/or

Glendower Trust pursuant to a Permitted Transfer (as defined in article 4.3.1)

**“financial year”**: a financial year within the meaning of section 223 of the Act

**“Founders”**: Nigel Oakes, Alexander Nix and Alexander Oakes and **“Founder”** shall mean any one of them (as the context may require)

**“Founder Bad Leaver Price”**: is fair value, as determined pursuant to articles 6.6 and 6.7

**“Founder Good Leaver”**: is a Founder Leaver who is not a Level 1 Bad Leaver, a Level 2 Bad Leaver, or a Level 3 Bad Leaver

**“Founder Leaver”**: has the meaning ascribed thereto in article 7.4

**“Founders’ Option Agreements”**: means the certificates issued by the Company dated 26 August 2005 and countersigned by the relevant Founder pursuant to which the Company granted Options to the Founders which may be exercised subject to the terms thereof;

**“Glendower Trust”**: the trustees from time to time of the Glendower Settlement who at the Adoption Date are R M Gabb, M A Gabb and M J Thompson

**“Glendower Trust Director”**: any Director of the Company appointed pursuant to article 3.1.2

**“Good Leaver”**: a Leaver who is not a Bad Leaver

**“Group Company”**: the Company and any other company (or other entity) which is for the time being a subsidiary undertaking of the Company as defined in section 258 of the Act (and **“Group”** shall be construed accordingly)

**“holder”**: in relation to Shares the person whose name is entered in the register of members as the holder of those Shares

**“Issue Price”**: the price per Share at which the relevant Shares are issued (being the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon) and, in the event that any Leaver or Founder Leaver or any Associate of any Leaver or Founder Leaver acquires Shares at different Issue Prices, the Issue Price in relation to the relevant Shares shall be the average of the different Issue Prices (calculated by reference to the number of Shares acquired at the relevant Issue Price)

**“Lead Founder”**: any person so designated in accordance with article 3.4



**“Lead Founder Approval”**: subject to article 3.4, the prior written approval of the Lead Founder (and for this purpose written shall include electronic communication as defined in the Electronic Communications Act 2000)

**“Lead Investors”**: means Consensus and the Glendower Trust Director

**“Lead Investor Approval”**: the prior written approval of both Consensus and the Glendower Trust Director (and for this purpose written shall include electronic communication as defined in the Electronic Communications Act 2000)

**“Leaver”**: has the meaning ascribed thereto in article 7.3

**“Level 1 Bad Leaver”**: is a Founder Leaver whose employment is terminated as a result of being convicted of (i) any criminal offence in the United Kingdom other than a motoring offence which does not result in imprisonment or (ii) any criminal behaviour outside of the United Kingdom constituting a *criminal offence under English law* punishable by a custodial sentence

**“Level 2 Bad Leaver”** is a Founder Leaver save for a Level 1 Bad Leaver whose employment is terminated by a Group Company in circumstances such that the Group Company would be entitled to *dismiss him/terminate his service agreement summarily*

**“Level 3 Bad Leaver”**: is a Founder Leaver other than a Level 1 Bad Leaver or a Level 2 Bad Leaver (a) whose employment is terminated by a Group Company in circumstances other than where he is wrongfully dismissed by such Group Company; or (b) who ceases to be employed by a Group Company in circumstances where he has voluntarily resigned from his employment with such Group Company

**“Listing”**: the admission of all or any of the ordinary share capital of the Company to the Official List of the UK Listing Authority or the admission of the same to trading on the AIM market of the London Stock Exchange plc on any other Recognised Investment Exchange’s market for listed securities and in each case, admission becoming effective in accordance with the relevant rules

**“Member”**: any holder for the time being of Shares

**“Office”**: the registered office of the Company for the time being

**“Ordinary Shares”**: Ordinary Shares of 10 pence each in the capital of the Company having rights as set out in these Articles

**“Permitted Transfer”**: the transfer of a Share as permitted under article 5

**“Recognised Investment Exchange”**: has the meaning ascribed thereto in section 285 of the Financial Services and Markets Act 2000

**“Secretary”**: the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary

**“Shares”**: shares in the capital of the Company (of whatever class)

**“UK Listing Authority”**: the Financial Services Authority acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000

- 1.4 A Special or Extraordinary Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these Articles or the Act.
- 1.5 Insofar as Table A shall require that the seal be affixed to any document (including a share certificate) such requirement shall be treated as satisfied if such document is executed as provided in section 36A(4) of the Act (as in force on the Adoption Date).

## 2. **Share capital**

The authorised share capital of the Company at the date of adoption of these Articles is £100,000 divided into 1,000,000 Ordinary Shares of 10 pence each.

## 3. **Lead Investor and Lead Founder Rights**

### 3.1 As regards appointment of Directors:

- 3.1.1 Consensus shall be entitled for so long as it holds not less than 10 per cent. of the issued share capital of the Company from time to time to appoint one Director in each Group Company and at any time to require the removal or substitution of any such Director so appointed and upon his removal to appoint another Director in his place, in each case subject to receiving Lead Founder Approval, such approval not to be unreasonably withheld or delayed. The first Consensus Director shall be Julian Wheatland.
- 3.1.2 The Glendower Trust shall be entitled for so long as the Glendower Trust and Roger Gabb hold in aggregate not less than ten per cent. of the issued share capital of the Company from time to time to appoint one Director in each Group Company and at any time to require the removal or substitution of any such Director so appointed and upon his removal to appoint another Director in his place, in each case subject to receiving Lead Founder Approval, such approval not to be unreasonably withheld or delayed. The Founders shall raise no objection or impediment to Roger Gabb being the first Glendower Trust Director.

- 3.1.3 Lead Investor Approval and Lead Founder Approval shall be required in relation to the appointment of the Chairman of the Company and each other Group Company and in relation to the removal of any such person from office.
- 3.1.4 Any such appointment or removal as is referred to in article 3.1.1 or 3.1.2 shall be made by notice in writing to the Company and/or the relevant Group Company signed by or on behalf of Consensus in the case of the Consensus Director and the Glendower Trust in the case of the Glendower Trust Director and served upon the Company at the Office and such appointment(s) or removal(s) shall take effect immediately on the date on which the relevant notice is so served provided Lead Founder Approval has been given.
- 3.1.5 Notwithstanding any provision of these Articles to the contrary, the Consensus Director and the Glendower Trust Director may each appoint such person as he thinks fit to be his alternate director, such appointment to be subject to Lead Founder Approval and such approval not to be unreasonably withheld or delayed.
- 3.1.6 If a resolution to remove the Consensus Director and/or the Glendower Trust Director shall be moved at any general meeting of the Company, then (on a poll) those holders of Ordinary Shares who are present (whether in person or by corporate representative or proxy) and who vote against such resolution shall be deemed to have had, and to have exercised, such number of votes as will result in such resolution being defeated (and to that extent the relevant provisions in Table A (as to the number of votes which may be cast on a poll) shall be deemed to have been amended accordingly).
- 3.2 Except with Lead Investor Approval and Lead Founder Approval:
- (a) no Group Company shall modify or vary the rights attaching to any class of its shares;
  - (b) no Group Company shall vary or permit any variation in its authorised or issued share capital or grant any option or other rights to subscribe for shares or securities convertible into shares in its capital save in accordance with the Founders' Option Agreements or the Consultancy Agreements;
  - (c) no Group Company shall pass any resolution for reducing its issued share capital or the amount (if any) for the time being standing to the credit of its share premium account or capital redemption reserve or for reducing any uncalled liability in respect of partly paid shares;
  - (d) no Group Company shall purchase or redeem any of its shares;
  - (e) no Group Company shall dispose of all or any part of, or any interest in, the shares or securities convertible into shares or any right to acquire shares or securities so convertible of any other Group Company;

- (f) no Group Company shall dispose of the whole or a substantial part of its business, undertaking or assets;
- (g) no Group Company shall alter its memorandum or articles of association;
- (h) the Company shall not exempt any Share from the provisions of article 9.1; and
- (i) no resolution for the winding-up of a Group Company shall be passed (unless a licensed insolvency practitioner shall have advised that such company is required to be wound up by reason of having become insolvent).

3.3 As regards quorums:

- 3.3.1 No meeting of Members shall be quorate unless those Members present include (whether in person or by a duly authorised representative or a proxy) the holders of not less than 50 per cent. of the Ordinary Shares for the time being in issue including both of the Lead Investors.
- 3.3.2 Save with Lead Investor Approval, no meeting of the Directors shall be quorate unless both the Consensus Director and the Glendower Trust Director (if any) (or a duly appointed alternate Director of such person) is present at such meeting or participates by telephone.
- 3.3.3 If, in the case of either a meeting of the Directors or a meeting of Members, a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present the meeting shall stand adjourned to the same day in the next week at the same time and place and in the case of any meeting so adjourned both the Consensus Director and the Glendower Trust Director (if any) shall be present in order for such adjourned meeting to be quorate.

3.4 Lead Founder:

- 3.4.1 For such time as any of the Founders continues in office as a Director of the Company, the Founders shall be entitled to designate one of their number as the Lead Founder. The first Lead Founder shall be Alexander Nix and he shall continue to act as the Lead Founder unless and until the Founders shall agree and notify the Lead Investors otherwise or he ceases to be a Director of the Company.
- 3.4.2 Upon Alexander Nix ceasing to be a Director of the Company at a time when he is the Lead Founder he shall forthwith cease to be the Lead Founder and the remaining Founders shall agree and notify a new Lead Founder to the Lead Investors and failing such notification Alexander Oakes shall be designated as the Lead Founder in substitution provided always that he is a Director of the Company at such time. If Alexander Oakes is not a Director of the Company at such time, Nigel Oakes shall

be designated as the Lead Founder provided he is a Director of the Company.

3.4.3 In the event that at any time none of the Founders are also Directors of the Company, there shall be no Lead Founder and no requirement to obtain Lead Founder Approval and all references to Lead Founder or Lead Founder Approval or any requirement to obtain the consent of the Lead Founder shall cease to have any effect whatsoever in these Articles.

#### 4. Share transfers - general provisions

4.1 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 shall not require to be executed by or on behalf of the transferee unless any Share to which it relates is not fully paid). 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 thereof.

4.2 The Directors may refuse to register the transfer of any Share:

4.2.1 which is not fully paid, to a person of whom they do not approve;

4.2.2 on which the Company has a lien;

4.2.3 unless:

(a) it is lodged at the 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 and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

(b) it is in respect of only one class of Shares; and

(c) it is in favour of not more than four transferees;

4.2.4 to an individual who is (or whom the Directors reasonably believe to be) under 18 years of age or who does not have (or whom the Directors reasonably believe does not have) the legal capacity freely to dispose of any Share without let, hindrance or court approval.

4.3 The Directors shall refuse to register the transfer of any Share unless they are satisfied that such transfer is either:

4.3.1 a transfer permitted under article 5 (a **“Permitted Transfer”**); or

4.3.2 a transfer made in accordance with and permitted under article 6.

4.4 Subject as provided in articles 4.2 and 4.5 or as required by law, the Directors shall register any such transfer as is referred to in article 4.3.1 or 4.3.2.

- 4.5 If, in relation to a transfer of a Share, the transferor thereof is a party to any agreement between the Company and some or all of its Members (being an agreement additional to these Articles) or in the event of an allotment of a new Share to a person who is not a Member then the Directors may or, if the Lead Investors so require, shall:
- 4.5.1 require the transferee or allottee of such Share (as the case may be) to enter into a written undertaking (in such form as the Directors may with Lead Investor Approval prescribe) to be bound (to the same extent as the transferor or to such other extent as the Directors and/or the Lead Investors may reasonably stipulate) by the provisions of such agreement; and
  - 4.5.2 decline to register the transfer or allotment of such Share unless and until the transferee has entered into such written undertaking.

## 5. Permitted share transfers

- 5.1 Subject to article 4, article 5.2 and (subject as provided in article 5.1.5) to article 8.2, a Member shall be permitted to transfer the legal title to and/or beneficial ownership of a Share:
- 5.1.1 with the exception of Consensus or a Consensus Group Company, if the Member is a company, to any holding company or subsidiary of that Member or to any other subsidiary of any such Member's holding company, subject to receiving Lead Founder Approval, such approval not to be unreasonably withheld or delayed; or
  - 5.1.2 to a person who is the beneficial owner of such Share or (in the case of the legal title only) to a different or additional nominee or trustee on behalf of such beneficial owner provided that such person has not become the beneficial owner thereof other than in accordance with the provisions of these Articles; or
  - 5.1.3 if the Member is an individual, to an Associate (within the meaning of paragraphs (a) and (b) of the definition of "Associate" contained in article 8.1.3) of such Member provided that no Shares may be transferred by a Member pursuant to this article 5.1.3 (other than an Exempt Member) if and to the extent that as a result the number of Shares transferred by such Member pursuant to this article 5.1.3 (when aggregated with any previous transfer hereunder) would amount to more than 50 per cent. of the aggregate number of Shares held by such Member when he was first registered as a Member, subject to receiving Lead Investor Approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the proviso to this article 5.1.3 shall not apply to an Exempt Member; or
  - 5.1.4 to a Buyer pursuant to the provisions of article 8 (including, without limitation, articles 8.6 and 8.7) provided that prior to or contemporaneously with such transfer the Buyer has duly acquired or

will duly acquire a Controlling Interest and the provisions of article 8 have been complied with; or

- 5.1.5 where a Priority Notice (as defined in article 7.5) has been given, to any prospective transferees specified in such notice and, where Shares have been transferred to Custodians (as also referred to in article 7.5), on any subsequent transfer by them of all or any such Shares made in accordance with article 7.5.3; or
- 5.1.6 with the prior written consent of the holders of not less than 95 per cent. (by number) of the aggregate number of Shares for the relevant time being in issue; or
- 5.1.7 if the Member is a Consensus Group Company, to any other Consensus Group Company; or
- 5.1.8 if the Member is the Glendower Trust to any beneficiary of the Glendower Settlement or if there is a change of trustees of the Glendower Settlement to the new trustees of the Glendower Settlement or to Roger Gabb or any Associate (within the meaning of paragraphs (a) and (b) of the definition of "Associate" contained in article 8.1.3) of Roger Gabb; or
- 5.1.9 if the Member is Roger Gabb to the Glendower Trust; or
- 5.1.10 if a person has become entitled to Shares in consequence of the death or bankruptcy of Roger Gabb then that person or Member may transfer those Shares to Glendower Trust or to any beneficiary of the Glendower Settlement or to any Associate (within the meaning of paragraphs (a) and (b) of the definition of "Associate" contained in article 8.1.3) of Roger Gabb.

5.2 Save with such consent as is referred to in article 5.1.6, no Member may transfer or otherwise dispose of any Share or any interest therein pursuant to article 5.1.1 or 5.1.2 or 5.1.3 at a time when the same is the subject of a Transfer Notice (as defined in article 6.2) or a Mandatory Transfer Notice (as defined in article 6.4).

## **6. Share transfers: pre-emption provisions**

- 6.1 Except in the case of a Permitted Transfer, the right to transfer or otherwise dispose of a Share or any interest or right in or arising from a Share (an option, warrant or other right to acquire any Share (whether by subscription, conversion or otherwise) being deemed (without limitation) to be an interest in a Share for this purpose) shall be subject to the provisions contained in these Articles and any such transfer or other disposal made otherwise than in accordance with such provisions shall be void.
- 6.2 Before transferring or otherwise disposing of any Share or any interest or right in or arising from any Share the person proposing to transfer or otherwise dispose of the same (the "**Transferor**") shall give notice in writing (a "**Transfer Notice**") to the Company specifying the Shares, interest and/or rights of which the Transferor

wishes to dispose. The Transferor shall, contemporaneously with the giving of a Transfer Notice, deliver up and lodge with the Company the share certificate(s) in respect of the relevant Shares.

- 6.3 Notwithstanding that a Transfer Notice specifies that the Transferor wishes to dispose only of an interest or right in or arising from or attaching to the Shares referred to therein, the Transfer Notice shall (notwithstanding anything in the Transfer Notice to the contrary) unconditionally constitute the Company the agent of the Transferor in relation to the sale of all the legal title to, beneficial ownership of and all interests and rights attaching to the Shares referred to therein (the **"Sale Shares"**) at the Sale Price as hereinafter referred to in accordance with the provisions of this article. A Transfer Notice shall not be revocable except with the consent of the Directors.
- 6.4 Except in the case of a Transfer Notice which a Member is required to give or is deemed to have given pursuant to article 7 (a **"Mandatory Transfer Notice"**), a Transfer Notice may include a condition (a **"Total Transfer Condition"**) that if all the Sale Shares (of whatever class) are not sold to Approved Transferees (as hereinafter defined), then none shall be so sold.
- 6.5 Except in the case of a Mandatory Transfer Notice, the Transfer Notice may state, in addition to details of the Sale Shares:
- 6.5.1 (if applicable) the name or names of a person or persons (such person or persons being hereinafter referred to as the **"Proposed Transferee"**) to whom the Sale Shares (or an interest or right in or arising therefrom) are proposed to be transferred in the event that the Sale Shares are not acquired by Approved Transferees; and
- 6.5.2 the entire consideration per Share for which any such transfer or transfers will be made (and, if any of the said consideration is not a cash price expressed in pounds sterling, an amount per share which is so expressed and which is commensurate with the entire consideration). In such event, subject to the Directors being reasonably satisfied (and to that end being provided with such evidence as they may reasonably require) that the consideration so stated is a bona fide consideration agreed between the Transferor and the Proposed Transferee at arms' length and in good faith, such consideration shall be the Sale Price and the Prescribed Period (as hereinafter referred to) shall commence on the date on which the Transfer Notice is given and shall expire 60 days thereafter.
- 6.6 In the case of a Mandatory Transfer Notice or a Transfer Notice which does not state the further details referred to in article 6.5 relating to consideration or where the Directors are not satisfied that the consideration stated is a bona fide consideration within the terms of article 6.5 and subject always to the provisions of articles 7.3 and 7.4:
- 6.6.1 if, not more than 30 days after the date on which the Transfer Notice was given or was deemed to be given (or such longer period (if any) as



the Directors may, prior to the expiry of such period of 30 days, determine to allow for this purpose) the Transferor and the Directors shall have agreed a price per Share as representing the fair value of the Sale Shares or as being acceptable to the Transferor and not more than the fair value thereof then such price shall be the Sale Price and the Prescribed Period shall commence on the date on which such agreement is reached and shall expire 60 days thereafter; or

6.6.2 failing such agreement, upon the expiry of 30 days (or such longer period (if any) as aforesaid) after the date on which the Transfer Notice was given or was deemed to be given the Directors shall instruct the auditors for the time being of the Company to determine and report to the Directors the sum per Share considered by them to be the fair value of the Sale Shares and (subject always to the provisions of articles 7.3 and 7.4) the sum per Share so determined and reported shall be the Sale Price and the Prescribed Period shall commence on the date on which the auditors shall so determine and report and shall expire 60 days thereafter.

6.7 For the purposes of article 6.6, the auditors shall act as experts and not as arbitrators and (save only for manifest error) their determination shall be final and binding upon the Company and all Members. The costs and expenses of the auditors in relation to the making of their determination shall be borne by the Company unless the Sale Price as so determined is the same as, or substantially the same as, that (if any) which the Directors had notified to the Transferor as being in their opinion the Sale Price, in which event such costs and expenses shall be borne by the Transferor. For the purposes of article 6.6 and this article, the fair value of Sale Shares shall be the market value thereof as at the date when the relevant Transfer Notice or Mandatory Transfer Notice was given or deemed to have been given (as the case may be) as between a willing buyer and a willing seller at arms' length but with no discount being made by reason of such Shares (if such be the case) constituting a minority holding (and the auditors shall be instructed accordingly).

6.8 Subject as provided in articles 6.9 and 7.5, Sale Shares shall be offered for sale to all the Members of the Company for the relevant time being holding Ordinary Shares but so that Sale Shares may also be offered to such person or persons (if any) as the Directors (with Lead Investor Approval) think fit ("**Other Nominees**") provided that any such offer is made upon the condition that such Sale Shares shall only be available for purchase by such person or persons if and to the extent that such Shares are not acquired by holders of Ordinary Shares following acceptance of such offer as is referred to above.

6.9 The Company shall not be required to, and shall not, offer any Sale Shares to the Transferor, any Associate of the Transferor or any person who remains a Member but who has been deemed to have given a Mandatory Transfer Notice on or prior to the date on which any such offer as is referred to in article 6.8 is made. In addition, if during the period between the date on which any such offer is made and (following the acceptance of such offer by a Member) the sale of Sale Shares to such Member is completed, such Member is deemed to have given a Mandatory Transfer Notice then such Member shall be deemed not to have

accepted such offer and the relevant Sale Shares shall be re-offered for sale (at the same Sale Price and as if such price had been determined on the date on which the Mandatory Transfer Notice is deemed to have been given).

- 6.10 Any such offer as is required to be made by the Company pursuant to article 6.8 shall limit a time (not being less than 14 days or more than 21 days) after such offer is made within which it must be accepted or, in default, will lapse. Following any such offer, if acceptances are received in respect of an aggregate number of Shares which is in excess of that offered then the number of Sale Shares shall be allocated amongst those who have accepted the same in proportion to the number of Ordinary Shares held by each acceptor (or in the case of Other Nominees on such basis as the Directors (with Lead Investor Approval) shall determine) provided that no acceptor shall be obliged to acquire more Sale Shares than the number for which he has applied and so that the provisions of this article 6.10 shall continue to apply *mutatis mutandis* until all Shares which any such acceptor would, but for this proviso, have acquired on the proportionate basis specified above have been allocated accordingly.
- 6.11 If a Transfer Notice shall validly contain a Total Transfer Condition then any such offer as aforesaid shall be conditional upon such condition being satisfied and no acceptance of an offer of Sale Shares will become effective unless such condition is satisfied. Subject thereto, any such offer as is required to be made by the Company pursuant to article 6.8 shall be unconditional.
- 6.12 If, prior to the expiry of the Prescribed Period, the Company shall, pursuant to the foregoing provisions of this article 6 or the provisions of article 7.5, find Members or Other Nominees ("**Approved Transferees**") to purchase some or, if the relevant Transfer Notice validly contains a Total Transfer Condition, all the Sale Shares, it shall forthwith give notice in writing thereof to the Transferor and the Approved Transferees. Every such notice shall state the name and address of each of the Approved Transferees and the number of the Sale Shares agreed to be purchased by him and shall specify a place and time and date (not being less than three days nor more than 10 days after the date of such notice) at which the sale and purchase shall be completed. Upon the giving by the Company of any such notice as aforesaid the Transferor shall be unconditionally bound (subject only to due payment of the Sale Price) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms.
- 6.13 If a Transferor shall (save only for the reason that an Approved Transferee does not duly pay the Sale Price) fail duly to transfer (or complete the transfer of) any Sale Shares to an Approved Transferee, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Transferor and (notwithstanding (if such is the case) that the Transferor has failed to deliver up the relevant share certificate(s)) shall (subject to so receiving the purchase money) cause such Approved Transferee to be registered as the holder of such Shares. The transfer and the receipt of the Company for the purchase money shall constitute a good title to the Sale Shares and the receipt shall be a good discharge to the Approved Transferee who shall not be bound to see to the application of the purchase money and whose title to the Sale Shares

shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this article.

6.14

6.14.1 If the Company shall not, prior to the expiry of the Prescribed Period, find Approved Transferees willing to purchase some, or, if the relevant Transfer Notice validly contains a Total Transfer Condition, all, of the Sale Shares, it shall, as soon as practicable following such expiry, give notice in writing thereof to the Transferor and the Transferor at any time thereafter up to the expiration of 60 days from the date of such notice, shall (subject as provided below) be at liberty to transfer those of the Sale Shares not purchased by Approved Transferees or all the Sale Shares (as the case may be) to the Proposed Transferee or, where the Transfer Notice did not contain details of a Proposed Transferee (including, for the avoidance of doubt, in the case of a Mandatory Transfer Notice), to any one person on a bona fide sale at any price not being less than the Sale Price. The Directors may require the Transferor to provide evidence to them (to their reasonable satisfaction) that such Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the Transfer Notice without any deduction, rebate, allowance or indulgent terms whatsoever to the purchaser thereof and if not so satisfied may refuse to register the instrument of transfer and/or serve a Disenfranchisement Notice with the effect set out in article 7.8.2 in respect of such Shares as shall have been so sold.

6.14.2 The provisions of article 6.14.1 shall not apply to any Sale Shares which so became by virtue of the holder thereof having been deemed to have given a Mandatory Transfer Notice in respect thereof. In such event, such holder shall not be permitted to transfer all or any of the same as provided in article 6.14.1 above (and, accordingly, the provisions in article 6 shall apply if such holder subsequently determines to seek to transfer the same).

6.15 Any Share required to be transferred by a Transferor to an Approved Transferee pursuant to this article shall be transferred free from any mortgage, charge, lien, option or other encumbrance and with the benefit of all rights and entitlements attaching thereto and if, in determining the Sale Price, there was taken into account any entitlement to any dividend which has been paid prior to the date on which the transfer is registered then the Transferor shall be liable to account to the Approved Transferee for the amount thereof (and the Approved Transferee, when making payment for such Share, may set off such amount against the Sale Price payable).

## **7. Share transfers: mandatory transfer notices**

7.1 If any person shall purport to transfer or otherwise dispose of any Share or any interest in or right arising from any Share otherwise than as permitted under article 5.1 or in accordance with the provisions of these Articles, such person and any Associate of such person who is a Member shall, unless and to the extent (if

any) that the Directors otherwise determine at the relevant time, be deemed to have given, on the date on which the Directors give notice to such person that they have become aware of the purported transfer or other disposal (or on the date (if any) specified in such notice), a Transfer Notice in respect of all Shares of which such person and any such Associate of such person is then the holder.

7.2 If any person:

7.2.1 becomes entitled to Shares in consequence of the death, bankruptcy or liquidation of a Member (other than a person who becomes entitled to Shares in consequence of the death or bankruptcy of Roger Gabb) then (unless a transfer to such person would be a Permitted Transfer or the Directors and the Lead Investors determine otherwise at the relevant time) a Transfer Notice shall be deemed to have been given on the date on which the Directors become aware that such entitlement has arisen in respect of all Shares held by the Member and any Associate(s) of such Member or such later date as is provided in article 7.2.2 in relation to a Founder; or

7.2.2 becomes entitled to Shares in consequence of the death of a Founder, a Transfer Notice shall not be deemed to have been given and the giving of the Transfer Notice may be delayed by up to twelve calendar months after the death of the relevant Founder provided always that (a) during such period prior to the Transfer Notice being served the relevant Shares shall not confer any right to attend, speak or vote at any general meeting of the Company or any class meeting or to sign a resolution in writing having the same effect as a resolution passed at a general meeting or to exercise any other rights conferred by membership in relation to any such meeting; (b) during such period prior to the Transfer Notice being served the Shares so held shall be disregarded for the purpose of determining to whom Shares shall be offered and the proportion of Shares to be offered pursuant to article 6; and (c) a Transfer Notice shall be deemed to have been given in respect of any such Shares on the day which falls twelve calendar months after the death of the relevant Founder.

7.3 Save in respect of any Founder or the Glendower Trust Director or an Exempt Member, if at any time any Director or employee of or consultant to any Group Company shall cease (for whatever reason including (without limitation) death, bankruptcy or liquidation) to be such a Director or employee or consultant (a "Leaver") and such person and/or any Associate(s) of such person shall be the holder of any Shares, then the Shares held by the Leaver and his Associates shall be subject to the following:

7.3.1 the date on which the Leaver ceases to be a Director of or an employee of or a consultant to a Group Company shall be the "Cessation Date" for the purposes of these Articles, provided always that where a Leaver who is an employee of or a consultant to a Group Company ceases to be an employee or consultant in circumstances where he has served notice on a Group Company or a Group Company has served notice on him

terminating his employment or consultancy (as the case may be) then, if the Directors shall so notify the Leaver in writing, the Cessation Date shall be deemed to be the date of service of such notice;

- 7.3.2 there shall be deemed to have been given on the Cessation Date (or such later date (if any) as the Directors may determine and notify in writing to the person concerned) a Transfer Notice in respect of all Shares then held and/or beneficially owned by the Leaver and any Associate(s) of the Leaver;
- 7.3.3 if the Leaver is a Bad Leaver the Sale Price of all the Shares the subject of the Transfer Notice shall be the Bad Leaver Price;
- 7.3.4 if the Leaver is not a Bad Leaver, then the Sale Price for all the Shares the subject of the Transfer Notice shall be the fair value of such Shares as agreed or determined pursuant to articles 6.6 and 6.7;
- 7.3.5 if at any time a former director or former employee of or former consultant to any Group Company shall, after ceasing to be such a director, employee or consultant, acquire (or any Associate of his shall acquire) any Shares pursuant to an option, conversion or like right which was granted to or otherwise vested in him prior to such cessation then the provisions of article 7.3.1 above shall apply as if reference in article 7.3.1 to "Cessation Date" were reference to the date on which he acquires such Shares.

7.4 If at any time any Founder shall cease (for whatever reason including (without limitation) bankruptcy but not including death) to be a Director or employee or consultant of any Group Company (a "**Founder Leaver**") and such person and/or any Associate(s) of such person shall be the holder of any Shares, then the Shares held by the Founder Leaver and his Associates shall be subject to the following:

- 7.4.1 the date on which the Founder Leaver ceases to be a Director of or an employee of or a consultant to a Group Company shall be the "**Founder Cessation Date**" for the purposes of these Articles, provided always that where a Founder Leaver who is an employee of or a consultant to a Group Company ceases to be an employee or consultant in circumstances where he has served notice on a Group Company or a Group Company has served notice on him terminating his employment or consultancy (as the case may be) then, if the Lead Investors so notify the Company and the Founder Leaver in writing, the Founder Cessation Date shall be deemed to be the date of service of such notice;
- 7.4.2 save as provided by articles 7.4.5 and 7.4.6 there shall be deemed to have been given on the Founder Cessation Date a Transfer Notice in respect of all Shares then held and/or beneficially owned by the Founder Leaver and any Associate(s) of the Founder Leaver;
- 7.4.3 (unless and to the extent that the Lead Investors agree otherwise with the Founder Leaver) if the Founder Leaver is a Level 1 Bad Leaver, then

the Sale Price for all the Shares the subject of the Transfer Notice shall be the Bad Leaver Price;

- 7.4.4 (unless and to the extent that the Lead Investors agree otherwise with the Founder Leaver) if the Founder Leaver is a Level 2 Bad Leaver, then the Sale Price for all the Shares the subject of the Transfer Notice shall be the Founder Bad Leaver Price;
- 7.4.5 (unless and to the extent that the Lead Investors agree otherwise with the Founder Leaver) if the Founder Leaver is a Level 3 Bad Leaver, then:
- (a) the Sale Price for all the Shares the subject of the Transfer Notice shall be the Founder Bad Leaver Price;
  - (b) the Transfer Notice shall not be deemed to have been given on the Founder Cessation Date and the giving of the Transfer Notice by such Founder Leaver may be delayed by up to six calendar months after the Founder Cessation Date at the option of the Founder Leaver;
  - (c) from the Founder Cessation Date the Shares held by the Founder Leaver and any Associate(s), shall during such period prior to the service of a Transfer Notice in respect thereof no longer confer any right to attend, speak or vote at any general meeting of the Company or at any class meeting or to sign a resolution in writing having the same effect as a resolution passed at a general meeting or to exercise any other rights conferred by membership in relation to any such meeting and the Shares shall be disregarded for the purpose of determining to whom Shares shall be offered and the proportion of Shares to be offered pursuant to article 6; and
  - (d) provided always that a Transfer Notice shall be deemed to have been given in respect of any Shares which are held by the Founder Leaver and any Associate(s) on the day which falls six calendar months after the Founder Cessation Date; and
- 7.4.6 if the Founder Leaver is a Founder Good Leaver, no Transfer Notice shall be deemed to have been given in respect of any Shares held by him and any Associate(s).

## 7.5

- 7.5.1 If any Transfer Notice is deemed to be given pursuant to articles 7.3 or 7.4, the Company shall forthwith give written notice of such occurrence (such notice to include details of all the Shares to which such Transfer Notice relates) to each holder of Ordinary Shares. If within 21 days of the giving of such notice by the Company the Board requires by written notice to the Company (a "**Priority Notice**") that all or any Shares to which such Transfer Notice relates should be made or kept available either for any person or persons who is or are (an) existing director(s)

and/or employee(s) of a Group Company or a person or persons (whether or not then ascertained) whom in the opinion of the Board it will be necessary or expedient to appoint as (a) director(s) and/or employee(s) of a Group Company whether or not in place of the person by whom the relevant Transfer Notice was deemed to be given then the provisions of article 7.5.2 shall apply.

- 7.5.2 If a Priority Notice is given, then, in relation to the Shares the subject thereof (the **"Priority Shares"**), the provisions of article 6.8 shall not apply and the Priority Shares shall either:
- (a) be offered to the person(s) (and, in the case of more than one, in the proportions) specified in the Priority Notice (conditional, in the case of any prospective director and/or employee upon his taking up his proposed appointment with a Group Company (if not then taken up)); or
  - (b) if the relevant Priority Notice so requires, be offered to not less than two persons designated by the Directors (**"Custodians"**) to be held (in the event of their acquiring the Priority Shares) on and subject to the terms referred to in article 7.5.3.
- 7.5.3 If Custodians become the holders of Priority Shares, then (unless and to the extent that the Directors with Lead Investor Approval otherwise agree from time to time) they shall hold the same on, and subject to, the following terms:
- (a) they may exercise the voting rights (if any) for the time being attaching to such Shares as they think fit;
  - (b) they shall not encumber the same;
  - (c) they will (subject as provided in article 7.5.4) transfer the legal title to such Shares and all such other interests as they may have therein to (and only to) such person or persons and at such time or times and otherwise on such terms as the Directors may from time to time direct by notice in writing to the Custodians PROVIDED THAT the Custodians may not be required to enter into any agreement or otherwise take any action if and to the extent that they would or might incur any personal liability (whether actual or contingent) or suffer any personal loss;
  - (d) if an offer is made to them for the Priority Shares (whether as part of a general offer or otherwise) then they shall seek instructions from the Directors as to what (if any) actions they should take with regard thereto but, absent instructions from the Directors within 21 days of seeking the same, the Custodians may accept or decline to accept such offer, as they think fit.

- 7.5.4 The Directors may not direct the Custodians to transfer all or any Priority Shares other than to a person who is an existing director and/or employee of a Group Company or who has agreed (subject only to Priority Shares being transferred to him) to accept appointment as such a director and/or employee.
- 7.6 If a corporation which is a holder and/or beneficial owner of any Share in the Company ceases to be controlled by the person or persons who were in control of the corporation at the time when the corporation became a Member of the Company, it shall, within seven days of such cessation of control, give notice in writing to the Company of that fact and unless the Directors determine otherwise at the relevant time there shall be deemed to have been given as from the date on which the Directors become aware of such cessation (however they become so aware) a Transfer Notice in respect of all Shares held and/or beneficially owned by such corporation and any Associate(s) of such corporation. For the purposes of this article 7.6 "control" shall have the same meaning as in section 416 Income and Corporation Taxes Act 1988.
- 7.7 If a person in whose favour a Permitted Transfer was made pursuant to article 5.1.3 shall cease to be an Associate of the person by whom such transfer was made then he shall, within seven days of such cessation, give notice in writing to the Company of that fact and unless the Directors determine otherwise at the relevant time there shall be deemed to have been given as from the date on which the Directors become aware of such cessation (however they become so aware) a Transfer Notice in respect of all Shares held by such person (as is first-mentioned in this article 7.7) and any Associate(s) of such person.
- 7.8 For the purpose of ensuring that a transfer of Shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice is required or may be deemed to have been given under any provision of article 6 or this article 7, the Directors may from time to time require any Member or the personal representatives of any deceased Member or any person named as transferee in any transfer lodged for registration or any person who was, is or may be an Associate of any of the foregoing to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any Shares the Directors may by notice in writing stipulate that a Mandatory Transfer Notice shall as from the date of such notice or on such future date as may be specified therein be deemed to have been given by the holders of those Shares and/or their Associates in respect of all or any of such Shares. Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled:
- 7.8.1 to refuse to register the transfer in question or, in case no transfer is in question, to require by notice in writing to the holder(s) of the relevant Shares that a Transfer Notice be given in respect of all such Shares (and such notice may stipulate that if a Transfer Notice is not given within a specified period then, upon the expiry of such period, a Mandatory



Transfer Notice shall be deemed to have been given in respect of all the relevant Shares); and/or

7.8.2 to give to the holder(s) of the Shares in question a notice (a **“Disenfranchisement Notice”**) stating that such Shares shall as from the date of such notice no longer confer any right (a) to attend, speak or vote at any general meeting of the Company or at any class meeting or to sign a resolution in writing having the same effect as a resolution passed at a general meeting or to exercise any other rights conferred by membership in relation to any such meeting; or (b) to receive or be entitled to receive any dividend or other distribution, until such time as the Directors shall think fit and, as from such date, such Shares shall no longer confer any such rights accordingly.

7.9 A Director shall be regarded as having an interest which is material and which conflicts with the interests of the Company in (and accordingly shall not (unless prior written consent from the Directors is obtained) be entitled to vote in relation to) any matter which requires to be determined or otherwise decided upon by the Directors pursuant to or for the purposes of any of articles 4, 5 or 6 or this article 7 to the extent such matter relates to any Shares held by such Director or any Associate of such Director or in which such Director is otherwise interested.

7.10 In any case, where a Mandatory Transfer Notice has been deemed to have been given by a Member, such Member shall, upon demand by the Company, deliver up to and lodge with the Company the share certificate(s) in respect of the relevant Shares.

## 8. **Transfer of a Controlling Interest**

8.1 For the purposes of this article:

8.1.1 the expression **“Buyer”** means any one person (whether or not an existing Member of the Company) but so that any Associate of any such person shall be deemed to be included in such person;

8.1.2 the expression **“acquire”** means to be or become the legal or beneficial owner of any Share (or the right to exercise the votes attaching to any Share), whether directly or indirectly and whether by the issue, transfer, renunciation or conversion of shares or otherwise and whether all at one time or not;

8.1.3 the expression **“Associate”** means:

(a) the husband, wife, mother, father, grandmother, grandfather, brother, sister, child (including adopted child) or other lineal descendant of the relevant person;

(b) the trustees of any settlement (whether or not set up by the relevant person) under which the relevant person and/or any

other Associate of the relevant person is or is capable of being a beneficiary;

- (c) any nominee or bare trustee for the relevant person or for any other Associate of the relevant person;
- (d) if the relevant person is a company, any subsidiary or holding company of the relevant person and any other subsidiary of any such holding company;
- (e) any person with whom the relevant person or any Associate of the relevant person is connected, the question of whether any such person is so connected falling to be determined for this purpose in accordance with the provisions of section 839 Income and Corporation Taxes Act 1988; and
- (f) any person with whom the relevant person is acting in concert (such expression to have the same definition and meaning as that ascribed thereto in the City Code on Take-overs and Mergers as for the relevant time being current);

8.1.4 the expression a “**Controlling Interest**” means Shares (or the right to exercise the votes attaching to Shares) which confer in the aggregate 50 per cent. or more of the total voting rights conferred by all the Shares for the relevant time being in issue and conferring the right to vote at all general meetings.

8.2 Notwithstanding anything to the contrary contained in these Articles, no Buyer shall be entitled or permitted to acquire, and no person shall transfer, any Shares (or any interest therein) and the Directors shall refuse to register the transfer of such Shares if, as a result, a Buyer (any Shares or any interest in any Shares held by an Associate of the Buyer being treated as being held by the Buyer for this purpose) would acquire a Controlling Interest in the Company (otherwise than pursuant to a Permitted Transfer) unless and until the Buyer has first made offers in accordance with articles 8.3 and 8.4 to all the holders of all Shares in the Company at the relevant time (of whatever class) (other than the Buyer if he is already such a holder) to purchase from them their entire holdings of Shares in the capital of the Company.

8.3 Each such offer as is referred to in article 8.2 (an “**Offer**”) must, in respect of each class of the Company’s share capital, provide for the consideration per share to be not less than the highest consideration given or agreed to be given by the Buyer for shares of that class during the period when the Offer remains open for acceptance or within 12 months prior to its commencement (the “**relevant period**”). For these purposes, “**highest consideration**” means:

8.3.1 if only cash is offered under the Offer, or if the Buyer has acquired any shares of that class for cash in the relevant period, the highest amount of cash per share thus offered or paid;

- 8.3.2 if, in the absence of this article, a non-cash consideration with a cash alternative would be offered under the Offer, or if the Buyer has acquired any shares of that class for cash in the relevant period, the highest amount of cash per share thus offered or paid;
- 8.3.3 if, in the absence of this article, a non-cash consideration with no cash alternative would be offered under the Offer, but the Buyer has acquired any shares of that class for cash in the relevant period, the highest amount of cash per share thus paid; and
- 8.3.4 if, in the absence of this article, a non-cash consideration with no cash alternative would be offered under the Offer, and the Buyer has not acquired any shares of that class for cash in the relevant period, the highest non-cash consideration per share thus offered.
- 8.4 In addition, any Offer must be made in writing, must be open for acceptance and irrevocable for a period of not less than 30 and not more than 60 days, must not save with Lead Investor Approval contain any requirement for either the Lead Investors or an Exempt Member to give any representation, warranties or undertakings other than as to its capacity and capability to sell the relevant Shares and all rights thereto and interests therein free from any option, lien, charge or other encumbrance and must not be subject to any condition save only, if the Buyer so wishes, that acceptances must be received for a specified percentage of all the Shares in respect of which the Offer is made.
- 8.5 If within 60 days of the making of an Offer the Buyer has not acquired a Controlling Interest then such Offer shall be deemed not to have been made and the Buyer shall not be entitled to acquire a Controlling Interest at any time thereafter unless and until he has made a further Offer.
- 8.6 If a Buyer receives (within the period of 60 days referred to in article 8.5) acceptances of an Offer which will result in the Buyer together with its Associates owning not less than 50 per cent. of all the issued Ordinary Shares then the Buyer may extend the Offer and give written notice to those Members who have not accepted the Offer requiring them so to do in which event each of such non-accepting Members shall upon the giving of such notice:
- 8.6.1 be deemed to have accepted the same in respect of all Shares held by him in accordance with the terms of the Offer; and
- 8.6.2 become obliged to deliver up to the Buyer an executed transfer of such Shares and the certificate(s) in respect of the same.
- 8.7 If any such non-accepting Member as is referred to in article 8.6 shall not, within 14 days of becoming required to do so, execute transfers in respect of the Shares held by such Member, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer(s) and the Company may receive the purchase money in trust for him and (notwithstanding (if such is the case) that he has failed to deliver up the relevant share certificate(s)) shall (subject to so receiving the purchase money) deliver such

transfer(s) to the Buyer (or its agents) and cause the Buyer (or its nominees) to be registered as the holder(s) of such Shares. The transfer(s) and the receipt of the Company for the purchase money shall constitute a good title to the Shares and the receipt shall be a good discharge to the Buyer, who shall not be bound to see to the application of the purchase money and whose title to the Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this article.

8.8 In calculating the price at which an Offer is required to be made for the purposes of this article there shall be brought into account any other consideration (in cash or otherwise) received or receivable by any Member or former Member (or any Associate of such Member or former Member) which, having regard to the substance of the relevant transaction as a whole, can reasonably be regarded as part of the consideration paid (or provided) or payable (or to be provided) for the Shares in question.

8.9 For the purpose of ensuring:

8.9.1 that no Buyer has acquired or may acquire a Controlling Interest otherwise than as permitted by this article (and to that end for the purpose of determining whether one person is an Associate of another);  
or

8.9.2 that a price offered or proposed to be offered for any Shares is in accordance with article 8.3;

the Directors or the Lead Investors may from time to time require any Member to furnish to the Company or to the Lead Investors such information and evidence as the Directors or the Lead Investors may reasonably think fit regarding any matter which they may deem relevant for such purposes.

## **9. Lien**

9.1 The Company shall have a first and paramount lien on every Share (whether or not a fully paid Share) for all moneys (whether presently payable or not) payable or otherwise owing by the holder of such Share (or any Associate of such holder) to the Company or any other Group Company. The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this article. The Company's lien on a Share shall extend generally as aforesaid as well as to any amount payable in respect of it.

9.2 The Company may sell any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 Clear Days after notice in writing has been given to the holder of the Share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold. The provisions of article 6 shall apply to any sale of Shares made by the Company pursuant to this article (on the basis that a Mandatory Transfer Notice shall be deemed to have been given upon the expiry of such period of 14 Clear Days as is above referred to).

## 10. Forfeiture

The provisions of article 6 shall apply in relation to any proposed sale, re-allotment or other disposal of a Share pursuant to regulation 20 of Table A (on the basis that a Mandatory Transfer Notice in respect of such Share shall be deemed to be given on such date as the Directors determine for this purpose).

## 11. Appointment, retirement and removal of Directors

11.1 The Directors shall have power at any time, and from time to time, to appoint any person (willing to act) to be a Director, either to fill a casual vacancy or as an additional Director.

11.2 The Company may by ordinary resolution appoint a person (willing to act) to be a Director either to fill a vacancy or as an additional Director.

11.3 No Director shall be required to vacate his office as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age.

11.4 In addition to the circumstances provided in regulation 81 of Table A, the office of a Director shall also be vacated if:

11.4.1 he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated; or

11.4.2 in the case of a person who is also an employee of the Company or another Group Company, he ceases to be such an employee and the Directors resolve that his office be vacated; or

11.4.3 (other than in the case of the Consensus Director and the Glendower Trust Director and subject to article 3.1.3) all the other Directors unanimously resolve that his office be vacated.

## 12. Proceedings of Directors and Remuneration

12.1 Subject to article 7.9, a Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

12.2 The Directors, or a committee of the Directors, may hold meetings by telephone either by conference telephone connection(s) or by a series of telephone conversations. The views of the Directors, or a committee of the Directors, as ascertained by such telephone conversations and communicated to the chairman shall be treated as votes in favour of or against a particular resolution (as appropriate). A resolution passed at any meeting held in this manner and signed by the chairman shall be as valid and effectual as if it had been passed at a meeting

of the Directors (or, as the case may be, of that committee) duly convened and held. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is then present.

- 12.3 A Director may be paid such remuneration (whether by way of salary, commission, participation in profits or otherwise) in such manner as the Board or any committee authorised by the Board may decide.

### 13. Indemnity

- 13.1 Subject to, and to the extent not avoided by, the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled:

13.1.1 every Director, secretary or other officer of the Company other than an auditor may be indemnified out of the assets of the Company to the extent the Directors may determine against any costs, charges, expenses, losses and liabilities sustained or incurred by him in the actual or purported execution of his duties or in the exercise or purported exercise of his powers or otherwise in connection with his office, whether or not such liability attaches to him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company;

13.1.2 the Directors shall have power to provide funds to meet any expenditure incurred or to be incurred by any Director, secretary or other officer of the Company other than an auditor in defending any criminal or civil proceeding in which he is involved by reason of his office, or in connection with any application under the Act, or in order to enable him to avoid incurring such expenditure; and

13.1.3 every auditor of the Company may be indemnified out of the assets of the Company to the extent the Directors may determine against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the Company.

- 13.2 The Directors shall have power to purchase and maintain for any director, secretary, auditor or other officer of the Company, or of any subsidiary undertaking of the Company, insurance against any such liability as is referred to in section 309A(1) of the Act.

- 13.3 Subject to the provisions of the Act, a Director shall (in the absence of some other material interest as is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any proposal concerning any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any Directors provided that for the purposes of this article 13.3 insurance shall mean only insurance against the costs, charges, expenses, losses and liabilities incurred by a Director as are referred to in article 13.2 or any other

insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any groups of persons consisting of or including Directors.

**14. Subsidiary Undertakings**

The Company shall procure that each other Group Company shall comply with those provisions of these Articles which are expressed to apply to a Group Company and that no Group Company shall do or permit to be done any act, matter or thing which if it were done or permitted to be done by the Company would constitute a breach by the Company of any provision of these Articles or would require any consent, approval or sanction under these Articles, unless in such latter case such consent, approval or sanction has first been obtained.

**WRITTEN RESOLUTION TO ADOPT NEW ARTICLES OF ASSOCIATION**

Company number: 05514098

The Companies Act 1985  
COMPANY LIMITED BY SHARES  
WRITTEN RESOLUTIONS  
OF

**STRATEGIC COMMUNICATION LABORATORIES LIMITED**

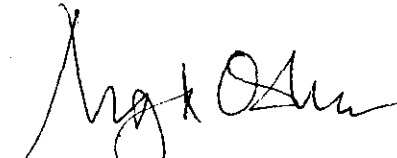
Pursuant to Section 381A of the Companies Act 1985 ('the Act')

Passed on 7<sup>th</sup> November 2005

WE, the undersigned members of the above named Company being all the members who at the date hereof would be entitled to attend and vote at a general meeting of the Company, hereby resolve as follows.

"THAT the draft regulations attached hereto and initialled by the chairman of the Board of Directors for the purposes of identification be adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association."

The resolution hereby passed shall take effect as a special resolution in accordance with Section 378 of the Act.

Signed:  Date: 4<sup>th</sup> November 2005  
Nigel Oakes (Member)

Signed:  Date: 4<sup>th</sup> November 2005  
Alexander Nix (Member)

Signed:  Date: 4<sup>th</sup> November 2005  
Alexander Oakes (Member)

Signed: \_\_\_\_\_ Date: November 2005  
Harry Rollo Gabb (Member)





**WRITTEN RESOLUTION TO ADOPT NEW ARTICLES OF ASSOCIATION**

Company number: 05514098

The Companies Act 1985  
COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF

**STRATEGIC COMMUNICATION LABORATORIES LIMITED**

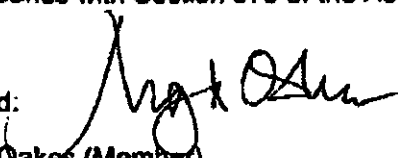
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Alexander Nix (Member)

Signed:  Date: 4<sup>th</sup> November 2005  
Alexander Oakes (Member)

Signed:  Date: 6<sup>th</sup> November 2005  
Harry Rollo Gabb (Member)

**ARTICLES OF ASSOCIATION**

(adopted on 7 November 2005)

of

**STRATEGIC COMMUNICATION LABORATORIES LIMITED**

Incorporated on 20 July 2005

Registered number: 5514098

**CMS Cameron McKenna LLP**

**Mitre House**

**160 Aldersgate Street**

**London EC1A 4DD**

**T +44(0)20 7367 3000**

**F +44(0)20 7367 2000**

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**ARTICLES OF ASSOCIATION**  
(adopted on 7 November 2005)  
of  
**STRATEGIC COMMUNICATION LABORATORIES LIMITED**

**1. Interpretation**

- 1.1 Subject as provided in paragraph 1.2 below, the regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) ("**Table A**") shall, together with the following regulations, constitute the articles of association of the Company.
- 1.2 Regulations numbered 8, 9, 24, 40, 50, 73 to 80 (both inclusive), 82, 94 to 98 (both inclusive) and 118 in Table A shall not apply to the Company.
- 1.3 In these Articles:
- 1.3.1 headings are used for convenience only and shall not affect the construction hereof;
- 1.3.2 words and expressions which are defined in Table A shall bear the same meaning where used herein and, unless the context otherwise requires or does not so admit or save as otherwise provided herein, words and expressions contained herein shall bear the same meaning as in the Act (as defined below) (but excluding any statutory modification or re-enactment thereof not in force on the date on which these Articles become binding on the Company);
- 1.3.3 in the event of there being any conflict or inconsistency between any provision in Table A which is applicable to the Company and any provision set forth herein, the latter shall prevail;
- 1.3.4 the following words and expressions shall have the following meanings:
- "**Act**": the Companies Act 1985 and every statutory modification or re-enactment thereof and every statutory instrument relevant thereto or derived therefrom for the time being in force
- "**Adoption Date**": 7 November 2005
- "**these Articles**": these articles of association as amended from time to time (and reference to an "**article**" shall be construed accordingly)
- "**Associate**": has the meaning ascribed thereto in article 8.1
- "**Bad Leaver**": is a Leaver:

- (a) whose employment is terminated by a Group Company in circumstances other than where he is wrongfully dismissed by such Group Company; or
- (b) who ceases to be employed by a Group Company in circumstances where he has voluntarily resigned from his employment with such Group Company

**“Bad Leaver Price”**: the price per Share which is the lesser of:

- (i) fair value, as agreed or determined pursuant to articles 6.6 and 6.7; and
- (ii) the Issue Price

**“Board”**: the board of directors of the Company as from time to time constituted

**“Clear Days”**: in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect

**“Consensus”**: Consensus Business Group Limited, a company incorporated in England and Wales under number 4890494 whose registered office at the Adoption Date is at 18 Upper Grosvenor Street, London W1K 7PW

**“Consensus Director”**: any Director of the Company appointed pursuant to article 3.1.1

**“Consensus Group”**: Consensus, any parent undertaking of Consensus and any subsidiary undertaking of Consensus or such parent undertaking *from time to time and any reference to “Consensus Group Company”* shall be construed accordingly

**“Consultancy Agreements”** means the amended consultancy agreements to be entered into on the Adoption Date between the Company and each of Peter Varnish, John Tollhurst and Sir Geoffrey Pattie pursuant to which Peter Varnish has been granted options over 2,386 Ordinary Shares, John Tollhurst has been granted options over 1,590 Ordinary Shares and Sir Geoffrey Pattie has been granted options over 1,590 Ordinary shares;

**“Controlling Interest”** has the meaning ascribed thereto in article 8.1

**“Directors”**: the Directors for the time being of the Company as a body or a quorum of the Directors present at a meeting of the Directors

**“Exempt Member”** means Roger Gabb, Glendower Trust and any person who acquires Shares originally held by Roger Gabb and/or

Glendower Trust pursuant to a Permitted Transfer (as defined in article 4.3.1)

**“financial year”**: a financial year within the meaning of section 223 of the Act

**“Founders”**: Nigel Oakes, Alexander Nix and Alexander Oakes and **“Founder”** shall mean any one of them (as the context may require)

**“Founder Bad Leaver Price”**: is fair value, as determined pursuant to articles 6.6 and 6.7

**“Founder Good Leaver”**: is a Founder Leaver who is not a Level 1 Bad Leaver, a Level 2 Bad Leaver, or a Level 3 Bad Leaver

**“Founder Leaver”**: has the meaning ascribed thereto in article 7.4

**“Founders’ Option Agreements”**: means the certificates issued by the Company dated 26 August 2005 and countersigned by the relevant Founder pursuant to which the Company granted Options to the Founders which may be exercised subject to the terms thereof;

**“Glendower Trust”**: the trustees from time to time of the Glendower Settlement who at the Adoption Date are R M Gabb, M A Gabb and M J Thompson

**“Glendower Trust Director”**: any Director of the Company appointed pursuant to article 3.1.2

**“Good Leaver”**: a Leaver who is not a Bad Leaver

**“Group Company”**: the Company and any other company (or other entity) which is for the time being a subsidiary undertaking of the Company as defined in section 258 of the Act (and **“Group”** shall be construed accordingly)

**“holder”**: in relation to Shares the person whose name is entered in the register of members as the holder of those Shares

**“Issue Price”**: the price per Share at which the relevant Shares are issued (being the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon) and, in the event that any Leaver or Founder Leaver or any Associate of any Leaver or Founder Leaver acquires Shares at different Issue Prices, the Issue Price in relation to the relevant Shares shall be the average of the different Issue Prices (calculated by reference to the number of Shares acquired at the relevant Issue Price)

**“Lead Founder”**: any person so designated in accordance with article 3.4

**“Lead Founder Approval”**: subject to article 3.4, the prior written approval of the Lead Founder (and for this purpose written shall include electronic communication as defined in the Electronic Communications Act 2000)

**“Lead Investors”**: means Consensus and the Glendower Trust Director

**“Lead Investor Approval”**: the prior written approval of both Consensus and the Glendower Trust Director (and for this purpose written shall include electronic communication as defined in the Electronic Communications Act 2000)

**“Leaver”**: has the meaning ascribed thereto in article 7.3

**“Level 1 Bad Leaver”**: is a Founder Leaver whose employment is terminated as a result of being convicted of (i) any criminal offence in the United Kingdom other than a motoring offence which does not result in imprisonment or (ii) any criminal behaviour outside of the United Kingdom constituting a *criminal offence under English law* punishable by a custodial sentence

**“Level 2 Bad Leaver”** is a Founder Leaver save for a Level 1 Bad Leaver whose employment is terminated by a Group Company in circumstances such that the Group Company would be entitled to *dismiss him/terminate his service agreement summarily*

**“Level 3 Bad Leaver”**: is a Founder Leaver other than a Level 1 Bad Leaver or a Level 2 Bad Leaver (a) whose employment is terminated by a Group Company in circumstances other than where he is wrongfully dismissed by such Group Company; or (b) who ceases to be employed by a Group Company in circumstances where he has voluntarily resigned from his employment with such Group Company

**“Listing”**: the admission of all or any of the ordinary share capital of the Company to the Official List of the UK Listing Authority or the admission of the same to trading on the AIM market of the London Stock Exchange plc on any other Recognised Investment Exchange’s market for listed securities and in each case, admission becoming effective in accordance with the relevant rules

**“Member”**: any holder for the time being of Shares

**“Office”**: the registered office of the Company for the time being

**“Ordinary Shares”**: Ordinary Shares of 10 pence each in the capital of the Company having rights as set out in these Articles

**“Permitted Transfer”**: the transfer of a Share as permitted under article 5

**“Recognised Investment Exchange”**: has the meaning ascribed thereto in section 285 of the Financial Services and Markets Act 2000

**“Secretary”**: the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary

**“Shares”**: shares in the capital of the Company (of whatever class)

**“UK Listing Authority”**: the Financial Services Authority acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000

- 1.4 A Special or Extraordinary Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these Articles or the Act.
- 1.5 Insofar as Table A shall require that the seal be affixed to any document (including a share certificate) such requirement shall be treated as satisfied if such document is executed as provided in section 36A(4) of the Act (as in force on the Adoption Date).

## 2. **Share capital**

The authorised share capital of the Company at the date of adoption of these Articles is £100,000 divided into 1,000,000 Ordinary Shares of 10 pence each.

## 3. **Lead Investor and Lead Founder Rights**

### 3.1 As regards appointment of Directors:

- 3.1.1 Consensus shall be entitled for so long as it holds not less than 10 per cent. of the issued share capital of the Company from time to time to appoint one Director in each Group Company and at any time to require the removal or substitution of any such Director so appointed and upon his removal to appoint another Director in his place, in each case subject to receiving Lead Founder Approval, such approval not to be unreasonably withheld or delayed. The first Consensus Director shall be Julian Wheatland.
- 3.1.2 The Glendower Trust shall be entitled for so long as the Glendower Trust and Roger Gabb hold in aggregate not less than ten per cent. of the issued share capital of the Company from time to time to appoint one Director in each Group Company and at any time to require the removal or substitution of any such Director so appointed and upon his removal to appoint another Director in his place, in each case subject to receiving Lead Founder Approval, such approval not to be unreasonably withheld or delayed. The Founders shall raise no objection or impediment to Roger Gabb being the first Glendower Trust Director.



- 3.1.3 Lead Investor Approval and Lead Founder Approval shall be required in relation to the appointment of the Chairman of the Company and each other Group Company and in relation to the removal of any such person from office.
- 3.1.4 Any such appointment or removal as is referred to in article 3.1.1 or 3.1.2 shall be made by notice in writing to the Company and/or the relevant Group Company signed by or on behalf of Consensus in the case of the Consensus Director and the Glendower Trust in the case of the Glendower Trust Director and served upon the Company at the Office and such appointment(s) or removal(s) shall take effect immediately on the date on which the relevant notice is so served provided Lead Founder Approval has been given.
- 3.1.5 Notwithstanding any provision of these Articles to the contrary, the Consensus Director and the Glendower Trust Director may each appoint such person as he thinks fit to be his alternate director, such appointment to be subject to Lead Founder Approval and such approval not to be unreasonably withheld or delayed.
- 3.1.6 If a resolution to remove the Consensus Director and/or the Glendower Trust Director shall be moved at any general meeting of the Company, then (on a poll) those holders of Ordinary Shares who are present (whether in person or by corporate representative or proxy) and who vote against such resolution shall be deemed to have had, and to have exercised, such number of votes as will result in such resolution being defeated (and to that extent the relevant provisions in Table A (as to the number of votes which may be cast on a poll) shall be deemed to have been amended accordingly).
- 3.2 Except with Lead Investor Approval and Lead Founder Approval:
- (a) no Group Company shall modify or vary the rights attaching to any class of its shares;
  - (b) no Group Company shall vary or permit any variation in its authorised or issued share capital or grant any option or other rights to subscribe for shares or securities convertible into shares in its capital save in accordance with the Founders' Option Agreements or the Consultancy Agreements;
  - (c) no Group Company shall pass any resolution for reducing its issued share capital or the amount (if any) for the time being standing to the credit of its share premium account or capital redemption reserve or for reducing any uncalled liability in respect of partly paid shares;
  - (d) no Group Company shall purchase or redeem any of its shares;
  - (e) no Group Company shall dispose of all or any part of, or any interest in, the shares or securities convertible into shares or any right to acquire shares or securities so convertible of any other Group Company;

- (f) no Group Company shall dispose of the whole or a substantial part of its business, undertaking or assets;
- (g) no Group Company shall alter its memorandum or articles of association;
- (h) the Company shall not exempt any Share from the provisions of article 9.1; and
- (i) no resolution for the winding-up of a Group Company shall be passed (unless a licensed insolvency practitioner shall have advised that such company is required to be wound up by reason of having become insolvent).

3.3 As regards quorums:

- 3.3.1 No meeting of Members shall be quorate unless those Members present include (whether in person or by a duly authorised representative or a proxy) the holders of not less than 50 per cent. of the Ordinary Shares for the time being in issue including both of the Lead Investors.
- 3.3.2 Save with Lead Investor Approval, no meeting of the Directors shall be quorate unless both the Consensus Director and the Glendower Trust Director (if any) (or a duly appointed alternate Director of such person) is present at such meeting or participates by telephone.
- 3.3.3 If, in the case of either a meeting of the Directors or a meeting of Members, a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present the meeting shall stand adjourned to the same day in the next week at the same time and place and in the case of any meeting so adjourned both the Consensus Director and the Glendower Trust Director (if any) shall be present in order for such adjourned meeting to be quorate.

3.4 Lead Founder:

- 3.4.1 For such time as any of the Founders continues in office as a Director of the Company, the Founders shall be entitled to designate one of their number as the Lead Founder. The first Lead Founder shall be Alexander Nix and he shall continue to act as the Lead Founder unless and until the Founders shall agree and notify the Lead Investors otherwise or he ceases to be a Director of the Company.
- 3.4.2 Upon Alexander Nix ceasing to be a Director of the Company at a time when he is the Lead Founder he shall forthwith cease to be the Lead Founder and the remaining Founders shall agree and notify a new Lead Founder to the Lead Investors and failing such notification Alexander Oakes shall be designated as the Lead Founder in substitution provided always that he is a Director of the Company at such time. If Alexander Oakes is not a Director of the Company at such time, Nigel Oakes shall

be designated as the Lead Founder provided he is a Director of the Company.

3.4.3 In the event that at any time none of the Founders are also Directors of the Company, there shall be no Lead Founder and no requirement to obtain Lead Founder Approval and all references to Lead Founder or Lead Founder Approval or any requirement to obtain the consent of the Lead Founder shall cease to have any effect whatsoever in these Articles.

#### 4. Share transfers - general provisions

4.1 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 shall not require to be executed by or on behalf of the transferee unless any Share to which it relates is not fully paid). 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 thereof.

4.2 The Directors may refuse to register the transfer of any Share:

4.2.1 which is not fully paid, to a person of whom they do not approve;

4.2.2 on which the Company has a lien;

4.2.3 unless:

(a) it is lodged at the 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 and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

(b) it is in respect of only one class of Shares; and

(c) it is in favour of not more than four transferees;

4.2.4 to an individual who is (or whom the Directors reasonably believe to be) under 18 years of age or who does not have (or whom the Directors reasonably believe does not have) the legal capacity freely to dispose of any Share without let, hindrance or court approval.

4.3 The Directors shall refuse to register the transfer of any Share unless they are satisfied that such transfer is either:

4.3.1 a transfer permitted under article 5 (a "**Permitted Transfer**"); or

4.3.2 a transfer made in accordance with and permitted under article 6.

4.4 Subject as provided in articles 4.2 and 4.5 or as required by law, the Directors shall register any such transfer as is referred to in article 4.3.1 or 4.3.2.

- 4.5 If, in relation to a transfer of a Share, the transferor thereof is a party to any agreement between the Company and some or all of its Members (being an agreement additional to these Articles) or in the event of an allotment of a new Share to a person who is not a Member then the Directors may or, if the Lead Investors so require, shall:
- 4.5.1 require the transferee or allottee of such Share (as the case may be) to enter into a written undertaking (in such form as the Directors may with Lead Investor Approval prescribe) to be bound (to the same extent as the transferor or to such other extent as the Directors and/or the Lead Investors may reasonably stipulate) by the provisions of such agreement; and
  - 4.5.2 decline to register the transfer or allotment of such Share unless and until the transferee has entered into such written undertaking.

## 5. Permitted share transfers

- 5.1 Subject to article 4, article 5.2 and (subject as provided in article 5.1.5) to article 8.2, a Member shall be permitted to transfer the legal title to and/or beneficial ownership of a Share:
- 5.1.1 with the exception of Consensus or a Consensus Group Company, if the Member is a company, to any holding company or subsidiary of that Member or to any other subsidiary of any such Member's holding company, subject to receiving Lead Founder Approval, such approval not to be unreasonably withheld or delayed; or
  - 5.1.2 to a person who is the beneficial owner of such Share or (in the case of the legal title only) to a different or additional nominee or trustee on behalf of such beneficial owner provided that such person has not become the beneficial owner thereof other than in accordance with the provisions of these Articles; or
  - 5.1.3 if the Member is an individual, to an Associate (within the meaning of paragraphs (a) and (b) of the definition of "Associate" contained in article 8.1.3) of such Member provided that no Shares may be transferred by a Member pursuant to this article 5.1.3 (other than an Exempt Member) if and to the extent that as a result the number of Shares transferred by such Member pursuant to this article 5.1.3 (when aggregated with any previous transfer hereunder) would amount to more than 50 per cent. of the aggregate number of Shares held by such Member when he was first registered as a Member, subject to receiving Lead Investor Approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the proviso to this article 5.1.3 shall not apply to an Exempt Member; or
  - 5.1.4 to a Buyer pursuant to the provisions of article 8 (including, without limitation, articles 8.6 and 8.7) provided that prior to or contemporaneously with such transfer the Buyer has duly acquired or

will duly acquire a Controlling Interest and the provisions of article 8 have been complied with; or

- 5.1.5 where a Priority Notice (as defined in article 7.5) has been given, to any prospective transferees specified in such notice and, where Shares have been transferred to Custodians (as also referred to in article 7.5), on any subsequent transfer by them of all or any such Shares made in accordance with article 7.5.3; or
- 5.1.6 with the prior written consent of the holders of not less than 95 per cent. (by number) of the aggregate number of Shares for the relevant time being in issue; or
- 5.1.7 if the Member is a Consensus Group Company, to any other Consensus Group Company; or
- 5.1.8 if the Member is the Glendower Trust to any beneficiary of the Glendower Settlement or if there is a change of trustees of the Glendower Settlement to the new trustees of the Glendower Settlement or to Roger Gabb or any Associate (within the meaning of paragraphs (a) and (b) of the definition of "Associate" contained in article 8.1.3) of Roger Gabb; or
- 5.1.9 if the Member is Roger Gabb to the Glendower Trust; or
- 5.1.10 if a person has become entitled to Shares in consequence of the death or bankruptcy of Roger Gabb then that person or Member may transfer those Shares to Glendower Trust or to any beneficiary of the Glendower Settlement or to any Associate (within the meaning of paragraphs (a) and (b) of the definition of "Associate" contained in article 8.1.3) of Roger Gabb.

5.2 Save with such consent as is referred to in article 5.1.6, no Member may transfer or otherwise dispose of any Share or any interest therein pursuant to article 5.1.1 or 5.1.2 or 5.1.3 at a time when the same is the subject of a Transfer Notice (as defined in article 6.2) or a Mandatory Transfer Notice (as defined in article 6.4).

## **6. Share transfers: pre-emption provisions**

- 6.1 Except in the case of a Permitted Transfer, the right to transfer or otherwise dispose of a Share or any interest or right in or arising from a Share (an option, warrant or other right to acquire any Share (whether by subscription, conversion or otherwise) being deemed (without limitation) to be an interest in a Share for this purpose) shall be subject to the provisions contained in these Articles and any such transfer or other disposal made otherwise than in accordance with such provisions shall be void.
- 6.2 Before transferring or otherwise disposing of any Share or any interest or right in or arising from any Share the person proposing to transfer or otherwise dispose of the same (the "**Transferor**") shall give notice in writing (a "**Transfer Notice**") to the Company specifying the Shares, interest and/or rights of which the Transferor

wishes to dispose. The Transferor shall, contemporaneously with the giving of a Transfer Notice, deliver up and lodge with the Company the share certificate(s) in respect of the relevant Shares.

- 6.3 Notwithstanding that a Transfer Notice specifies that the Transferor wishes to dispose only of an interest or right in or arising from or attaching to the Shares referred to therein, the Transfer Notice shall (notwithstanding anything in the Transfer Notice to the contrary) unconditionally constitute the Company the agent of the Transferor in relation to the sale of all the legal title to, beneficial ownership of and all interests and rights attaching to the Shares referred to therein (the **"Sale Shares"**) at the Sale Price as hereinafter referred to in accordance with the provisions of this article. A Transfer Notice shall not be revocable except with the consent of the Directors.
- 6.4 Except in the case of a Transfer Notice which a Member is required to give or is deemed to have given pursuant to article 7 (a **"Mandatory Transfer Notice"**), a Transfer Notice may include a condition (a **"Total Transfer Condition"**) that if all the Sale Shares (of whatever class) are not sold to Approved Transferees (as hereinafter defined), then none shall be so sold.
- 6.5 Except in the case of a Mandatory Transfer Notice, the Transfer Notice may state, in addition to details of the Sale Shares:
- 6.5.1 (if applicable) the name or names of a person or persons (such person or persons being hereinafter referred to as the **"Proposed Transferee"**) to whom the Sale Shares (or an interest or right in or arising therefrom) are proposed to be transferred in the event that the Sale Shares are not acquired by Approved Transferees; and
- 6.5.2 the entire consideration per Share for which any such transfer or transfers will be made (and, if any of the said consideration is not a cash price expressed in pounds sterling, an amount per share which is so expressed and which is commensurate with the entire consideration). In such event, subject to the Directors being reasonably satisfied (and to that end being provided with such evidence as they may reasonably require) that the consideration so stated is a bona fide consideration agreed between the Transferor and the Proposed Transferee at arms' length and in good faith, such consideration shall be the Sale Price and the Prescribed Period (as hereinafter referred to) shall commence on the date on which the Transfer Notice is given and shall expire 60 days thereafter.
- 6.6 In the case of a Mandatory Transfer Notice or a Transfer Notice which does not state the further details referred to in article 6.5 relating to consideration or where the Directors are not satisfied that the consideration stated is a bona fide consideration within the terms of article 6.5 and subject always to the provisions of articles 7.3 and 7.4:
- 6.6.1 if, not more than 30 days after the date on which the Transfer Notice was given or was deemed to be given (or such longer period (if any) as

the Directors may, prior to the expiry of such period of 30 days, determine to allow for this purpose) the Transferor and the Directors shall have agreed a price per Share as representing the fair value of the Sale Shares or as being acceptable to the Transferor and not more than the fair value thereof then such price shall be the Sale Price and the Prescribed Period shall commence on the date on which such agreement is reached and shall expire 60 days thereafter; or

6.6.2 failing such agreement, upon the expiry of 30 days (or such longer period (if any) as aforesaid) after the date on which the Transfer Notice was given or was deemed to be given the Directors shall instruct the auditors for the time being of the Company to determine and report to the Directors the sum per Share considered by them to be the fair value of the Sale Shares and (subject always to the provisions of articles 7.3 and 7.4) the sum per Share so determined and reported shall be the Sale Price and the Prescribed Period shall commence on the date on which the auditors shall so determine and report and shall expire 60 days thereafter.

6.7 For the purposes of article 6.6, the auditors shall act as experts and not as arbitrators and (save only for manifest error) their determination shall be final and binding upon the Company and all Members. The costs and expenses of the auditors in relation to the making of their determination shall be borne by the Company unless the Sale Price as so determined is the same as, or substantially the same as, that (if any) which the Directors had notified to the Transferor as being in their opinion the Sale Price, in which event such costs and expenses shall be borne by the Transferor. For the purposes of article 6.6 and this article, the fair value of Sale Shares shall be the market value thereof as at the date when the relevant Transfer Notice or Mandatory Transfer Notice was given or deemed to have been given (as the case may be) as between a willing buyer and a willing seller at arms' length but with no discount being made by reason of such Shares (if such be the case) constituting a minority holding (and the auditors shall be instructed accordingly).

6.8 Subject as provided in articles 6.9 and 7.5, Sale Shares shall be offered for sale to all the Members of the Company for the relevant time being holding Ordinary Shares but so that Sale Shares may also be offered to such person or persons (if any) as the Directors (with Lead Investor Approval) think fit ("**Other Nominees**") provided that any such offer is made upon the condition that such Sale Shares shall only be available for purchase by such person or persons if and to the extent that such Shares are not acquired by holders of Ordinary Shares following acceptance of such offer as is referred to above.

6.9 The Company shall not be required to, and shall not, offer any Sale Shares to the Transferor, any Associate of the Transferor or any person who remains a Member but who has been deemed to have given a Mandatory Transfer Notice on or prior to the date on which any such offer as is referred to in article 6.8 is made. In addition, if during the period between the date on which any such offer is made and (following the acceptance of such offer by a Member) the sale of Sale Shares to such Member is completed, such Member is deemed to have given a Mandatory Transfer Notice then such Member shall be deemed not to have

accepted such offer and the relevant Sale Shares shall be re-offered for sale (at the same Sale Price and as if such price had been determined on the date on which the Mandatory Transfer Notice is deemed to have been given).

- 6.10 Any such offer as is required to be made by the Company pursuant to article 6.8 shall limit a time (not being less than 14 days or more than 21 days) after such offer is made within which it must be accepted or, in default, will lapse. Following any such offer, if acceptances are received in respect of an aggregate number of Shares which is in excess of that offered then the number of Sale Shares shall be allocated amongst those who have accepted the same in proportion to the number of Ordinary Shares held by each acceptor (or in the case of Other Nominees on such basis as the Directors (with Lead Investor Approval) shall determine) provided that no acceptor shall be obliged to acquire more Sale Shares than the number for which he has applied and so that the provisions of this article 6.10 shall continue to apply *mutatis mutandis* until all Shares which any such acceptor would, but for this proviso, have acquired on the proportionate basis specified above have been allocated accordingly.
- 6.11 If a Transfer Notice shall validly contain a Total Transfer Condition then any such offer as aforesaid shall be conditional upon such condition being satisfied and no acceptance of an offer of Sale Shares will become effective unless such condition is satisfied. Subject thereto, any such offer as is required to be made by the Company pursuant to article 6.8 shall be unconditional.
- 6.12 If, prior to the expiry of the Prescribed Period, the Company shall, pursuant to the foregoing provisions of this article 6 or the provisions of article 7.5, find Members or Other Nominees ("**Approved Transferees**") to purchase some or, if the relevant Transfer Notice validly contains a Total Transfer Condition, all the Sale Shares, it shall forthwith give notice in writing thereof to the Transferor and the Approved Transferees. Every such notice shall state the name and address of each of the Approved Transferees and the number of the Sale Shares agreed to be purchased by him and shall specify a place and time and date (not being less than three days nor more than 10 days after the date of such notice) at which the sale and purchase shall be completed. Upon the giving by the Company of any such notice as aforesaid the Transferor shall be unconditionally bound (subject only to due payment of the Sale Price) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms.
- 6.13 If a Transferor shall (save only for the reason that an Approved Transferee does not duly pay the Sale Price) fail duly to transfer (or complete the transfer of) any Sale Shares to an Approved Transferee, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Transferor and (notwithstanding (if such is the case) that the Transferor has failed to deliver up the relevant share certificate(s)) shall (subject to so receiving the purchase money) cause such Approved Transferee to be registered as the holder of such Shares. The transfer and the receipt of the Company for the purchase money shall constitute a good title to the Sale Shares and the receipt shall be a good discharge to the Approved Transferee who shall not be bound to see to the application of the purchase money and whose title to the Sale Shares



shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this article.

6.14

6.14.1 If the Company shall not, prior to the expiry of the Prescribed Period, find Approved Transferees willing to purchase some, or, if the relevant Transfer Notice validly contains a Total Transfer Condition, all, of the Sale Shares, it shall, as soon as practicable following such expiry, give notice in writing thereof to the Transferor and the Transferor at any time thereafter up to the expiration of 60 days from the date of such notice, shall (subject as provided below) be at liberty to transfer those of the Sale Shares not purchased by Approved Transferees or all the Sale Shares (as the case may be) to the Proposed Transferee or, where the Transfer Notice did not contain details of a Proposed Transferee (including, for the avoidance of doubt, in the case of a Mandatory Transfer Notice), to any one person on a bona fide sale at any price not being less than the Sale Price. The Directors may require the Transferor to provide evidence to them (to their reasonable satisfaction) that such Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the Transfer Notice without any deduction, rebate, allowance or indulgent terms whatsoever to the purchaser thereof and if not so satisfied may refuse to register the instrument of transfer and/or serve a Disenfranchisement Notice with the effect set out in article 7.8.2 in respect of such Shares as shall have been so sold.

6.14.2 The provisions of article 6.14.1 shall not apply to any Sale Shares which so became by virtue of the holder thereof having been deemed to have given a Mandatory Transfer Notice in respect thereof. In such event, such holder shall not be permitted to transfer all or any of the same as provided in article 6.14.1 above (and, accordingly, the provisions in article 6 shall apply if such holder subsequently determines to seek to transfer the same).

6.15 Any Share required to be transferred by a Transferor to an Approved Transferee pursuant to this article shall be transferred free from any mortgage, charge, lien, option or other encumbrance and with the benefit of all rights and entitlements attaching thereto and if, in determining the Sale Price, there was taken into account any entitlement to any dividend which has been paid prior to the date on which the transfer is registered then the Transferor shall be liable to account to the Approved Transferee for the amount thereof (and the Approved Transferee, when making payment for such Share, may set off such amount against the Sale Price payable).

## **7. Share transfers: mandatory transfer notices**

7.1 If any person shall purport to transfer or otherwise dispose of any Share or any interest in or right arising from any Share otherwise than as permitted under article 5.1 or in accordance with the provisions of these Articles, such person and any Associate of such person who is a Member shall, unless and to the extent (if

any) that the Directors otherwise determine at the relevant time, be deemed to have given, on the date on which the Directors give notice to such person that they have become aware of the purported transfer or other disposal (or on the date (if any) specified in such notice), a Transfer Notice in respect of all Shares of which such person and any such Associate of such person is then the holder.

7.2 If any person:

7.2.1 becomes entitled to Shares in consequence of the death, bankruptcy or liquidation of a Member (other than a person who becomes entitled to Shares in consequence of the death or bankruptcy of Roger Gabb) then (unless a transfer to such person would be a Permitted Transfer or the Directors and the Lead Investors determine otherwise at the relevant time) a Transfer Notice shall be deemed to have been given on the date on which the Directors become aware that such entitlement has arisen in respect of all Shares held by the Member and any Associate(s) of such Member or such later date as is provided in article 7.2.2 in relation to a Founder; or

7.2.2 becomes entitled to Shares in consequence of the death of a Founder, a Transfer Notice shall not be deemed to have been given and the giving of the Transfer Notice may be delayed by up to twelve calendar months after the death of the relevant Founder provided always that (a) during such period prior to the Transfer Notice being served the relevant Shares shall not confer any right to attend, speak or vote at any general meeting of the Company or any class meeting or to sign a resolution in writing having the same effect as a resolution passed at a general meeting or to exercise any other rights conferred by membership in relation to any such meeting; (b) during such period prior to the Transfer Notice being served the Shares so held shall be disregarded for the purpose of determining to whom Shares shall be offered and the proportion of Shares to be offered pursuant to article 6; and (c) a Transfer Notice shall be deemed to have been given in respect of any such Shares on the day which falls twelve calendar months after the death of the relevant Founder.

7.3 Save in respect of any Founder or the Glendower Trust Director or an Exempt Member, if at any time any Director or employee of or consultant to any Group Company shall cease (for whatever reason including (without limitation) death, bankruptcy or liquidation) to be such a Director or employee or consultant (a "Leaver") and such person and/or any Associate(s) of such person shall be the holder of any Shares, then the Shares held by the Leaver and his Associates shall be subject to the following:

7.3.1 the date on which the Leaver ceases to be a Director of or an employee of or a consultant to a Group Company shall be the "Cessation Date" for the purposes of these Articles, provided always that where a Leaver who is an employee of or a consultant to a Group Company ceases to be an employee or consultant in circumstances where he has served notice on a Group Company or a Group Company has served notice on him

terminating his employment or consultancy (as the case may be) then, if the Directors shall so notify the Leaver in writing, the Cessation Date shall be deemed to be the date of service of such notice;

- 7.3.2 there shall be deemed to have been given on the Cessation Date (or such later date (if any) as the Directors may determine and notify in writing to the person concerned) a Transfer Notice in respect of all Shares then held and/or beneficially owned by the Leaver and any Associate(s) of the Leaver;
- 7.3.3 if the Leaver is a Bad Leaver the Sale Price of all the Shares the subject of the Transfer Notice shall be the Bad Leaver Price;
- 7.3.4 if the Leaver is not a Bad Leaver, then the Sale Price for all the Shares the subject of the Transfer Notice shall be the fair value of such Shares as agreed or determined pursuant to articles 6.6 and 6.7;
- 7.3.5 if at any time a former director or former employee of or former consultant to any Group Company shall, after ceasing to be such a director, employee or consultant, acquire (or any Associate of his shall acquire) any Shares pursuant to an option, conversion or like right which was granted to or otherwise vested in him prior to such cessation then the provisions of article 7.3.1 above shall apply as if reference in article 7.3.1 to "Cessation Date" were reference to the date on which he acquires such Shares.

7.4 If at any time any Founder shall cease (for whatever reason including (without limitation) bankruptcy but not including death) to be a Director or employee or consultant of any Group Company (a "**Founder Leaver**") and such person and/or any Associate(s) of such person shall be the holder of any Shares, then the Shares held by the Founder Leaver and his Associates shall be subject to the following:

- 7.4.1 the date on which the Founder Leaver ceases to be a Director of or an employee of or a consultant to a Group Company shall be the "**Founder Cessation Date**" for the purposes of these Articles, provided always that where a Founder Leaver who is an employee of or a consultant to a Group Company ceases to be an employee or consultant in circumstances where he has served notice on a Group Company or a Group Company has served notice on him terminating his employment or consultancy (as the case may be) then, if the Lead Investors so notify the Company and the Founder Leaver in writing, the Founder Cessation Date shall be deemed to be the date of service of such notice;
- 7.4.2 save as provided by articles 7.4.5 and 7.4.6 there shall be deemed to have been given on the Founder Cessation Date a Transfer Notice in respect of all Shares then held and/or beneficially owned by the Founder Leaver and any Associate(s) of the Founder Leaver;
- 7.4.3 (unless and to the extent that the Lead Investors agree otherwise with the Founder Leaver) if the Founder Leaver is a Level 1 Bad Leaver, then

the Sale Price for all the Shares the subject of the Transfer Notice shall be the Bad Leaver Price;

- 7.4.4 (unless and to the extent that the Lead Investors agree otherwise with the Founder Leaver) if the Founder Leaver is a Level 2 Bad Leaver, then the Sale Price for all the Shares the subject of the Transfer Notice shall be the Founder Bad Leaver Price;
- 7.4.5 (unless and to the extent that the Lead Investors agree otherwise with the Founder Leaver) if the Founder Leaver is a Level 3 Bad Leaver, then:
- (a) the Sale Price for all the Shares the subject of the Transfer Notice shall be the Founder Bad Leaver Price;
  - (b) the Transfer Notice shall not be deemed to have been given on the Founder Cessation Date and the giving of the Transfer Notice by such Founder Leaver may be delayed by up to six calendar months after the Founder Cessation Date at the option of the Founder Leaver;
  - (c) from the Founder Cessation Date the Shares held by the Founder Leaver and any Associate(s), shall during such period prior to the service of a Transfer Notice in respect thereof no longer confer any right to attend, speak or vote at any general meeting of the Company or at any class meeting or to sign a resolution in writing having the same effect as a resolution passed at a general meeting or to exercise any other rights conferred by membership in relation to any such meeting and the Shares shall be disregarded for the purpose of determining to whom Shares shall be offered and the proportion of Shares to be offered pursuant to article 6; and
  - (d) provided always that a Transfer Notice shall be deemed to have been given in respect of any Shares which are held by the Founder Leaver and any Associate(s) on the day which falls six calendar months after the Founder Cessation Date; and
- 7.4.6 if the Founder Leaver is a Founder Good Leaver, no Transfer Notice shall be deemed to have been given in respect of any Shares held by him and any Associate(s).

## 7.5

- 7.5.1 If any Transfer Notice is deemed to be given pursuant to articles 7.3 or 7.4, the Company shall forthwith give written notice of such occurrence (such notice to include details of all the Shares to which such Transfer Notice relates) to each holder of Ordinary Shares. If within 21 days of the giving of such notice by the Company the Board requires by written notice to the Company (a "**Priority Notice**") that all or any Shares to which such Transfer Notice relates should be made or kept available either for any person or persons who is or are (an) existing director(s)

and/or employee(s) of a Group Company or a person or persons (whether or not then ascertained) whom in the opinion of the Board it will be necessary or expedient to appoint as (a) director(s) and/or employee(s) of a Group Company whether or not in place of the person by whom the relevant Transfer Notice was deemed to be given then the provisions of article 7.5.2 shall apply.

- 7.5.2 If a Priority Notice is given, then, in relation to the Shares the subject thereof (the “**Priority Shares**”), the provisions of article 6.8 shall not apply and the Priority Shares shall either:
- (a) be offered to the person(s) (and, in the case of more than one, in the proportions) specified in the Priority Notice (conditional, in the case of any prospective director and/or employee upon his taking up his proposed appointment with a Group Company (if not then taken up)); or
  - (b) if the relevant Priority Notice so requires, be offered to not less than two persons designated by the Directors (“**Custodians**”) to be held (in the event of their acquiring the Priority Shares) on and subject to the terms referred to in article 7.5.3.
- 7.5.3 If Custodians become the holders of Priority Shares, then (unless and to the extent that the Directors with Lead Investor Approval otherwise agree from time to time) they shall hold the same on, and subject to, the following terms:
- (a) they may exercise the voting rights (if any) for the time being attaching to such Shares as they think fit;
  - (b) they shall not encumber the same;
  - (c) they will (subject as provided in article 7.5.4) transfer the legal title to such Shares and all such other interests as they may have therein to (and only to) such person or persons and at such time or times and otherwise on such terms as the Directors may from time to time direct by notice in writing to the Custodians PROVIDED THAT the Custodians may not be required to enter into any agreement or otherwise take any action if and to the extent that they would or might incur any personal liability (whether actual or contingent) or suffer any personal loss;
  - (d) if an offer is made to them for the Priority Shares (whether as part of a general offer or otherwise) then they shall seek instructions from the Directors as to what (if any) actions they should take with regard thereto but, absent instructions from the Directors within 21 days of seeking the same, the Custodians may accept or decline to accept such offer, as they think fit.

- 7.5.4 The Directors may not direct the Custodians to transfer all or any Priority Shares other than to a person who is an existing director and/or employee of a Group Company or who has agreed (subject only to Priority Shares being transferred to him) to accept appointment as such a director and/or employee.
- 7.6 If a corporation which is a holder and/or beneficial owner of any Share in the Company ceases to be controlled by the person or persons who were in control of the corporation at the time when the corporation became a Member of the Company, it shall, within seven days of such cessation of control, give notice in writing to the Company of that fact and unless the Directors determine otherwise at the relevant time there shall be deemed to have been given as from the date on which the Directors become aware of such cessation (however they become so aware) a Transfer Notice in respect of all Shares held and/or beneficially owned by such corporation and any Associate(s) of such corporation. For the purposes of this article 7.6 "control" shall have the same meaning as in section 416 Income and Corporation Taxes Act 1988.
- 7.7 If a person in whose favour a Permitted Transfer was made pursuant to article 5.1.3 shall cease to be an Associate of the person by whom such transfer was made then he shall, within seven days of such cessation, give notice in writing to the Company of that fact and unless the Directors determine otherwise at the relevant time there shall be deemed to have been given as from the date on which the Directors become aware of such cessation (however they become so aware) a Transfer Notice in respect of all Shares held by such person (as is first-mentioned in this article 7.7) and any Associate(s) of such person.
- 7.8 For the purpose of ensuring that a transfer of Shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice is required or may be deemed to have been given under any provision of article 6 or this article 7, the Directors may from time to time require any Member or the personal representatives of any deceased Member or any person named as transferee in any transfer lodged for registration or any person who was, is or may be an Associate of any of the foregoing to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any Shares the Directors may by notice in writing stipulate that a Mandatory Transfer Notice shall as from the date of such notice or on such future date as may be specified therein be deemed to have been given by the holders of those Shares and/or their Associates in respect of all or any of such Shares. Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled:
- 7.8.1 to refuse to register the transfer in question or, in case no transfer is in question, to require by notice in writing to the holder(s) of the relevant Shares that a Transfer Notice be given in respect of all such Shares (and such notice may stipulate that if a Transfer Notice is not given within a specified period then, upon the expiry of such period, a Mandatory

Transfer Notice shall be deemed to have been given in respect of all the relevant Shares); and/or

7.8.2 to give to the holder(s) of the Shares in question a notice (a **“Disenfranchisement Notice”**) stating that such Shares shall as from the date of such notice no longer confer any right (a) to attend, speak or vote at any general meeting of the Company or at any class meeting or to sign a resolution in writing having the same effect as a resolution passed at a general meeting or to exercise any other rights conferred by membership in relation to any such meeting; or (b) to receive or be entitled to receive any dividend or other distribution, until such time as the Directors shall think fit and, as from such date, such Shares shall no longer confer any such rights accordingly.

7.9 A Director shall be regarded as having an interest which is material and which conflicts with the interests of the Company in (and accordingly shall not (unless prior written consent from the Directors is obtained) be entitled to vote in relation to) any matter which requires to be determined or otherwise decided upon by the Directors pursuant to or for the purposes of any of articles 4, 5 or 6 or this article 7 to the extent such matter relates to any Shares held by such Director or any Associate of such Director or in which such Director is otherwise interested.

7.10 In any case, where a Mandatory Transfer Notice has been deemed to have been given by a Member, such Member shall, upon demand by the Company, deliver up to and lodge with the Company the share certificate(s) in respect of the relevant Shares.

## 8. **Transfer of a Controlling Interest**

8.1 For the purposes of this article:

8.1.1 the expression **“Buyer”** means any one person (whether or not an existing Member of the Company) but so that any Associate of any such person shall be deemed to be included in such person;

8.1.2 the expression **“acquire”** means to be or become the legal or beneficial owner of any Share (or the right to exercise the votes attaching to any Share), whether directly or indirectly and whether by the issue, transfer, renunciation or conversion of shares or otherwise and whether all at one time or not;

8.1.3 the expression **“Associate”** means:

(a) the husband, wife, mother, father, grandmother, grandfather, brother, sister, child (including adopted child) or other lineal descendant of the relevant person;

(b) the trustees of any settlement (whether or not set up by the relevant person) under which the relevant person and/or any

other Associate of the relevant person is or is capable of being a beneficiary;

- (c) any nominee or bare trustee for the relevant person or for any other Associate of the relevant person;
- (d) if the relevant person is a company, any subsidiary or holding company of the relevant person and any other subsidiary of any such holding company;
- (e) any person with whom the relevant person or any Associate of the relevant person is connected, the question of whether any such person is so connected falling to be determined for this purpose in accordance with the provisions of section 839 Income and Corporation Taxes Act 1988; and
- (f) any person with whom the relevant person is acting in concert (such expression to have the same definition and meaning as that ascribed thereto in the City Code on Take-overs and Mergers as for the relevant time being current);

8.1.4 the expression a “**Controlling Interest**” means Shares (or the right to exercise the votes attaching to Shares) which confer in the aggregate 50 per cent. or more of the total voting rights conferred by all the Shares for the relevant time being in issue and conferring the right to vote at all general meetings.

8.2 Notwithstanding anything to the contrary contained in these Articles, no Buyer shall be entitled or permitted to acquire, and no person shall transfer, any Shares (or any interest therein) and the Directors shall refuse to register the transfer of such Shares if, as a result, a Buyer (any Shares or any interest in any Shares held by an Associate of the Buyer being treated as being held by the Buyer for this purpose) would acquire a Controlling Interest in the Company (otherwise than pursuant to a Permitted Transfer) unless and until the Buyer has first made offers in accordance with articles 8.3 and 8.4 to all the holders of all Shares in the Company at the relevant time (of whatever class) (other than the Buyer if he is already such a holder) to purchase from them their entire holdings of Shares in the capital of the Company.

8.3 Each such offer as is referred to in article 8.2 (an “**Offer**”) must, in respect of each class of the Company’s share capital, provide for the consideration per share to be not less than the highest consideration given or agreed to be given by the Buyer for shares of that class during the period when the Offer remains open for acceptance or within 12 months prior to its commencement (the “**relevant period**”). For these purposes, “**highest consideration**” means:

8.3.1 if only cash is offered under the Offer, or if the Buyer has acquired any shares of that class for cash in the relevant period, the highest amount of cash per share thus offered or paid;



- 8.3.2 if, in the absence of this article, a non-cash consideration with a cash alternative would be offered under the Offer, or if the Buyer has acquired any shares of that class for cash in the relevant period, the highest amount of cash per share thus offered or paid;
- 8.3.3 if, in the absence of this article, a non-cash consideration with no cash alternative would be offered under the Offer, but the Buyer has acquired any shares of that class for cash in the relevant period, the highest amount of cash per share thus paid; and
- 8.3.4 if, in the absence of this article, a non-cash consideration with no cash alternative would be offered under the Offer, and the Buyer has not acquired any shares of that class for cash in the relevant period, the highest non-cash consideration per share thus offered.
- 8.4 In addition, any Offer must be made in writing, must be open for acceptance and irrevocable for a period of not less than 30 and not more than 60 days, must not save with Lead Investor Approval contain any requirement for either the Lead Investors or an Exempt Member to give any representation, warranties or undertakings other than as to its capacity and capability to sell the relevant Shares and all rights thereto and interests therein free from any option, lien, charge or other encumbrance and must not be subject to any condition save only, if the Buyer so wishes, that acceptances must be received for a specified percentage of all the Shares in respect of which the Offer is made.
- 8.5 If within 60 days of the making of an Offer the Buyer has not acquired a Controlling Interest then such Offer shall be deemed not to have been made and the Buyer shall not be entitled to acquire a Controlling Interest at any time thereafter unless and until he has made a further Offer.
- 8.6 If a Buyer receives (within the period of 60 days referred to in article 8.5) acceptances of an Offer which will result in the Buyer together with its Associates owning not less than 50 per cent. of all the issued Ordinary Shares then the Buyer may extend the Offer and give written notice to those Members who have not accepted the Offer requiring them so to do in which event each of such non-accepting Members shall upon the giving of such notice:
- 8.6.1 be deemed to have accepted the same in respect of all Shares held by him in accordance with the terms of the Offer; and
- 8.6.2 become obliged to deliver up to the Buyer an executed transfer of such Shares and the certificate(s) in respect of the same.
- 8.7 If any such non-accepting Member as is referred to in article 8.6 shall not, within 14 days of becoming required to do so, execute transfers in respect of the Shares held by such Member, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer(s) and the Company may receive the purchase money in trust for him and (notwithstanding (if such is the case) that he has failed to deliver up the relevant share certificate(s)) shall (subject to so receiving the purchase money) deliver such

transfer(s) to the Buyer (or its agents) and cause the Buyer (or its nominees) to be registered as the holder(s) of such Shares. The transfer(s) and the receipt of the Company for the purchase money shall constitute a good title to the Shares and the receipt shall be a good discharge to the Buyer, who shall not be bound to see to the application of the purchase money and whose title to the Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this article.

8.8 In calculating the price at which an Offer is required to be made for the purposes of this article there shall be brought into account any other consideration (in cash or otherwise) received or receivable by any Member or former Member (or any Associate of such Member or former Member) which, having regard to the substance of the relevant transaction as a whole, can reasonably be regarded as part of the consideration paid (or provided) or payable (or to be provided) for the Shares in question.

8.9 For the purpose of ensuring:

8.9.1 that no Buyer has acquired or may acquire a Controlling Interest otherwise than as permitted by this article (and to that end for the purpose of determining whether one person is an Associate of another);  
or

8.9.2 that a price offered or proposed to be offered for any Shares is in accordance with article 8.3;

the Directors or the Lead Investors may from time to time require any Member to furnish to the Company or to the Lead Investors such information and evidence as the Directors or the Lead Investors may reasonably think fit regarding any matter which they may deem relevant for such purposes.

## 9. Lien

9.1 The Company shall have a first and paramount lien on every Share (whether or not a fully paid Share) for all moneys (whether presently payable or not) payable or otherwise owing by the holder of such Share (or any Associate of such holder) to the Company or any other Group Company. The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this article. The Company's lien on a Share shall extend generally as aforesaid as well as to any amount payable in respect of it.

9.2 The Company may sell any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 Clear Days after notice in writing has been given to the holder of the Share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold. The provisions of article 6 shall apply to any sale of Shares made by the Company pursuant to this article (on the basis that a Mandatory Transfer Notice shall be deemed to have been given upon the expiry of such period of 14 Clear Days as is above referred to).

## 10. Forfeiture

The provisions of article 6 shall apply in relation to any proposed sale, re-allotment or other disposal of a Share pursuant to regulation 20 of Table A (on the basis that a Mandatory Transfer Notice in respect of such Share shall be deemed to be given on such date as the Directors determine for this purpose).

## 11. Appointment, retirement and removal of Directors

11.1 The Directors shall have power at any time, and from time to time, to appoint any person (willing to act) to be a Director, either to fill a casual vacancy or as an additional Director.

11.2 The Company may by ordinary resolution appoint a person (willing to act) to be a Director either to fill a vacancy or as an additional Director.

11.3 No Director shall be required to vacate his office as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age.

11.4 In addition to the circumstances provided in regulation 81 of Table A, the office of a Director shall also be vacated if:

11.4.1 he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated; or

11.4.2 in the case of a person who is also an employee of the Company or another Group Company, he ceases to be such an employee and the Directors resolve that his office be vacated; or

11.4.3 (other than in the case of the Consensus Director and the Glendower Trust Director and subject to article 3.1.3) all the other Directors unanimously resolve that his office be vacated.

## 12. Proceedings of Directors and Remuneration

12.1 Subject to article 7.9, a Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

12.2 The Directors, or a committee of the Directors, may hold meetings by telephone either by conference telephone connection(s) or by a series of telephone conversations. The views of the Directors, or a committee of the Directors, as ascertained by such telephone conversations and communicated to the chairman shall be treated as votes in favour of or against a particular resolution (as appropriate). A resolution passed at any meeting held in this manner and signed by the chairman shall be as valid and effectual as if it had been passed at a meeting

of the Directors (or, as the case may be, of that committee) duly convened and held. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is then present.

- 12.3 A Director may be paid such remuneration (whether by way of salary, commission, participation in profits or otherwise) in such manner as the Board or any committee authorised by the Board may decide.

### **13. Indemnity**

- 13.1 Subject to, and to the extent not avoided by, the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled:

13.1.1 every Director, secretary or other officer of the Company other than an auditor may be indemnified out of the assets of the Company to the extent the Directors may determine against any costs, charges, expenses, losses and liabilities sustained or incurred by him in the actual or purported execution of his duties or in the exercise or purported exercise of his powers or otherwise in connection with his office, whether or not such liability attaches to him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company;

13.1.2 the Directors shall have power to provide funds to meet any expenditure incurred or to be incurred by any Director, secretary or other officer of the Company other than an auditor in defending any criminal or civil proceeding in which he is involved by reason of his office, or in connection with any application under the Act, or in order to enable him to avoid incurring such expenditure; and

13.1.3 every auditor of the Company may be indemnified out of the assets of the Company to the extent the Directors may determine against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the Company.

- 13.2 The Directors shall have power to purchase and maintain for any director, secretary, auditor or other officer of the Company, or of any subsidiary undertaking of the Company, insurance against any such liability as is referred to in section 309A(1) of the Act.

- 13.3 Subject to the provisions of the Act, a Director shall (in the absence of some other material interest as is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any proposal concerning any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any Directors provided that for the purposes of this article 13.3 insurance shall mean only insurance against the costs, charges, expenses, losses and liabilities incurred by a Director as are referred to in article 13.2 or any other

insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any groups of persons consisting of or including Directors.

**14. Subsidiary Undertakings**

The Company shall procure that each other Group Company shall comply with those provisions of these Articles which are expressed to apply to a Group Company and that no Group Company shall do or permit to be done any act, matter or thing which if it were done or permitted to be done by the Company would constitute a breach by the Company of any provision of these Articles or would require any consent, approval or sanction under these Articles, unless in such latter case such consent, approval or sanction has first been obtained.



*Companies House*  
— for the record —

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**Annual Return**



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*Received for filing in Electronic Format on the: 21/07/2009*

*Company Name:* STRATEGIC COMMUNICATION LABORATORIES LIMITED

*Company Number:* 05514098

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### *Company Details*

*Period Ending:* 20/07/2009

*Company Type:* PRIVATE COMPANY LIMITED BY SHARES

*Principal Business Activities:*

*SIC codes:*

7487

*Registered Office  
Address:*

ONE AMERICA SQUARE  
CROSSWALL  
LONDON  
EC3N 2SG

*Register of  
Members Address:*

*Register of Debenture  
Holders Address:*

## *Details of Officers of the Company*

*Company Secretary 1:*

*Name:* **JOHN MICHAEL  
BOTTOMLEY**

*Address:* **APPLE GARTH HOOK ROAD  
ROTHERWICK  
HOOK  
HANTS  
RG27 9BY**

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*Director 1 :*

*Name:* **ROGER MICHAEL GABB**

*Address:* **WOODLANDS HALL GLAZELY  
BRIDGNORTH  
SHROPSHIRE  
WV16 6AB**

*Date of Birth:* **11/11/1938**    *Nationality:* **British**

*Occupation:* **COMPANY DIRECTOR**

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*Director 2 :*

*Name:* **ALEXANDER JAMES  
ASHBURNER NIX**

*Address:* **38 BASSETT ROAD  
LONDON  
W10 6JL**

*Date of Birth:* **01/05/1975**    *Nationality:* **British**

*Occupation:* **FINANCE**

*Director 3 :*

*Name:* **ALEXANDER WADDINGTON  
OAKES**      *Address:* **40B MONTPELIER SQUARE  
LONDON  
SW7 1JZ**

*Date of Birth:* **09/11/1968**      *Nationality:* **British**      *Occupation:* **COMPANY DIRECTOR**

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*Director 4 :*

*Name:* **NIGEL OAKES**      *Address:* **11 BATTERSEA CHURCH ROAD  
LONDON  
SW11 3LY**

*Date of Birth:* **03/07/1962**      *Nationality:* **British**      *Occupation:* **COMPANY DIRECTOR**

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*Director 5 :*

*Name:* **JULIAN DAVID  
WHEATLAND**      *Address:* **PARR HOUSE CUMNOR HILL  
OXFORD  
OXON  
OX2 9RG**

*Date of Birth:* **08/07/1961**      *Nationality:* **British**      *Occupation:* **CEO**



## Share Capital

### Issued Share Capital Details:

<i>Class of Share</i>	<i>Number of Shares issued</i>	<i>Aggregate Nominal value of issued Shares</i>
<b>ORDINARY</b>	<b>95134</b>	<b>GBP9513.40</b>
<i>TOTALS</i>		
	<b>95134</b>	<b>GBP9513.40</b>

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### Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 20/07/2009 or that had ceased to be shareholders since the made up date of the previous Annual Return

#### Shareholding 1:

**6253 ORDINARY Shares held as at 20/07/2009**

*Name:* **CMTC NOMINEES BV**

*Address:*

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#### Shareholding 2:

**22533 ORDINARY Shares held as at 20/07/2009**

*Name:* **CONSENSUS BUSINESS GROUP LIMITED**

*Address:*

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*Shareholding 3:*

**10 ORDINARY Shares held as at 20/07/2009**

*Name:*

**HARRY ROLLO GABB**

*Address:*

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*Shareholding 4:*

**11266 ORDINARY Shares held as at 20/07/2009**

*Name:*

**ROGER GABB**

*Address:*

---

*Shareholding 5:*

**338 ORDINARY Shares held as at 20/07/2009**

*Name:*

**HERRIOT LIMITED**

*Address:*

---

*Shareholding 6:*

**563 ORDINARY Shares held as at 20/07/2009**

*Name:*

**JONATHAN PETER MARLAND**

*Address:*

---

*Shareholding 7:*

**5249 ORDINARY Shares held as at 20/07/2009**

*Name:*

**ALEXANDER JAMES ASHBURNER NIX**

*Address:*

---

*Shareholding 8:*

**5633 ORDINARY Shares held as at 20/07/2009**

*Name:*

**CATHERINE ANNE VICTORIA NIX**

*Address:*

---

*Shareholding 9:*

**7429 ORDINARY Shares held as at 20/07/2009**

*Name:*

**ALEXANDER WADDINGTON OAKES**

*Address:*

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*Shareholding 1:*

*0*

**14849 ORDINARY Shares held as at 20/07/2009**

*Name:*

**NIGEL OAKES**

*Address:*

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*Shareholding 1:*

*1*

**11266 ORDINARY Shares held as at 20/07/2009**

*Name:*

**R M GABB,M A GABB AND M J THOMPSON**

*Address:*

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Shareholding 1:  
2

**9013 ORDINARY Shares held as at 20/07/2009**

Name:

**SHARE NOMINEES LIMITED ON BEHALF OF THE FUND**

Address:

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Shareholding 1:  
3

**225 ORDINARY Shares held as at 20/07/2009**

Name:

**S MARLAND & P ADDINGTON**

Address:

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Shareholding 1:  
4

**507 ORDINARY Shares held as at 20/07/2009**

Name:

**VIATRADE PLC**

Address:

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### *Authorisation*

Authoriser Designation: **secretary**

Date Authorised: **20/07/2009**

Authenticated: **Yes (E/W)**