

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

DEVOLVER DIGITAL, INC.,

a Delaware corporation

Devolver Digital, Inc. (the “*Corporation*”), a corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. The Corporation was formed as a limited liability company in the State of Delaware on March 26, 2008 under the name “GHI Media, LLC.”
2. The Corporation converted to a corporation in the State of Delaware on November 1, 2017 and changed its name to “Devolver Digital, Inc.”
3. The Certificate of Incorporation of the Corporation is hereby amended and restated in its entirety to read as follows:

ARTICLE I

NAME

The name of the Corporation is Devolver Digital, Inc.

ARTICLE II

REGISTERED OFFICE

The address of the Corporation’s registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III

PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware (“*DGCL*”).

ARTICLE IV

CAPITAL STOCK

4.1 Authorized Capital Stock. The total number of shares of all classes of capital stock that the Corporation is authorized to issue is 2,975,000,000 shares, consisting of 2,975,000,000 shares of common stock, par value \$0.0001 per share (“*Common Stock*”), and no shares of preferred stock. Pursuant to Section 158 of the DGCL, shares of the Corporation’s Common Stock may be certificated or uncertificated at the discretion of the Board.

4.2 Recapitalization. Effective upon the filing and effectiveness of this amended and restated certificate of incorporation (this “*Certificate of Incorporation*”) of the Corporation (the “*Effective Time*”), the following recapitalization events shall be deemed to occur without any further action on the part of the Corporation or any stockholder of the Corporation (the “*Recapitalization*”):

(a) Reclassification. Every one (1) share of the Non-Voting Common Stock, par value \$0.0001 per share, of the Corporation issued and outstanding immediately prior to the Effective Time shall be automatically reclassified into one (1) issued and outstanding fully paid and non-assessable share of Common Stock.

(b) Stock Split. Immediately following such reclassification, each one (1) issued and outstanding share of Common Stock then outstanding shall automatically be converted into thirty-five (35) issued and outstanding fully paid and non-assessable shares of Common Stock, par value \$0.0001 (the “*Stock Split*”), provided that, if the aggregate number of shares issued to any stockholder results in a fractional share, the aggregate number of shares issued to such stockholder in the Stock Split shall be rounded up to the nearest whole share.

4.3 Increase or Decrease in Authorized Capital Stock. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the stock of the Corporation entitled to vote generally in the election of directors.

4.4 Issuance of Shares; Pre-Emptive Rights. Effective as of the Recapitalization, and subject to the DGCL, this Certificate of Incorporation and the terms any resolution authorizing the issuance of any shares of Common Stock of the Corporation:

(a) The unissued shares of Common Stock from time to time shall be under the control of the Board, which shall have the power and authority to allot and issue the same to such individuals, corporations, firms, partnerships (general or limited), associations, limited liability companies, joint ventures, trusts, estates or other legal entities or organizations (each, a “*Person*”), for cash or for such other consideration which is not cash, with such restrictions and conditions, in excess of their par value or at their par value and/or with payment of commission and at such times as the Board shall deem appropriate; provided, however, that, so long as the Corporation’s Common Stock is listed for trading on AIM, a securities trading market operated by the London Stock Exchange in the United Kingdom (“*AIM*”), or on the London Stock Exchange, the Board’s power and authority to allot and issue shares of Common Stock may only be exercised if and to the extent authorized at a meeting of stockholders by the affirmative vote of the holders of a majority of the voting power of the shares of Common Stock present in person or represented by proxy at the meeting and entitled to vote on the matter. Notwithstanding the immediately preceding sentence, that Board may allot and issue shares of Common Stock without stockholder approval in connection with:

(i) The placing and/or sale for cash of any shares of Common Stock in connection with and simultaneous with the admission of shares of the Common Stock to trading on AIM, the London Stock Exchange, or such other stock exchange acceptable to the Board in its sole discretion, on terms and conditions acceptable to the Board in its sole discretion (the “*Admission*”);

(ii) Options, warrants, shares or other equity awards previously or to be granted to employees, officers, directors, consultants, contractors or advisors under, and the issuance of shares of Common Stock up to 10% of the issued and outstanding shares of Common Stock over a 10-year period pursuant to benefits granted under, the Corporation’s 2017 Equity Incentive Plan, as amended and restated, or any stock option or equity incentive plan heretofore or hereafter adopted by the Corporation and subject to any corporate governance code adopted by the Corporation;

(iii) Options, warrants, shares or other equity awards to be granted to consultants, contractors or other third parties under commitments of the Corporation in effect before the Effective Time; or

(iv) Shares issued upon exercise of any warrants or options that are outstanding before or as of the Effective Time.

(b) Subject to Section 4.4(a), the Board shall have the power to cause the Corporation to grant to any Person the option or right to acquire from the Corporation any unissued shares, in each case on such terms as the Board shall deem appropriate.

(c) So long as the Corporation's Common Stock is listed for trading on AIM or on the London Stock Exchange, unless otherwise determined at a meeting of stockholders by the affirmative vote of the holders of at least seventy-five percent (75%) of the voting power of the shares of Common Stock present in person or represented by proxy at the meeting and entitled to vote on the matter, the Corporation shall not sell or issue entirely for cash shares of Common Stock of the Corporation or any other shares or securities convertible into or exchangeable for shares of Common Stock of the Corporation or any warrants or options to purchase entirely for cash shares or securities convertible into or exercisable for shares of Common Stock of the Corporation (collectively, "**New Securities**"), unless it shall first have made an offer to each stockholder to sell or issue to such stockholder on substantially the same or more favorable terms a proportion of those shares, securities, options or warrants which is nearly as practical equal to the proportion of the outstanding shares of Common Stock held of record by such stockholder in relation to the aggregate of all outstanding shares of Common Stock, in each case as of the date of the Rights Notice described below (the "**Pro Rata Share**"), but subject to such exclusions or other arrangements as the Board may deem necessary, appropriate or expedient in their exclusive discretion to deal with fractional entitlements or legal restrictions under the laws of, or the requirements of any regulatory authority or stock exchange or otherwise in any jurisdiction; provided, however, that these pre-emptive rights shall not apply with respect to:

(i) The placing and/or sale for cash of any shares of Common Stock in connection with and simultaneous with the Admission;

(ii) Options, warrants, shares or other equity awards previously or to be granted to employees, officers, directors, consultants, contractors or advisors under, and the issuance of shares of Common Stock up to 10% of the issued and outstanding shares of Common Stock over a 10-year period pursuant to benefits granted under, the Corporation's 2017 Equity Incentive Plan, as amended and restated, or any stock option or equity incentive plan heretofore or hereafter adopted by the Corporation and subject to any corporate governance code adopted by the Corporation;

(iii) Options, warrants, shares or other equity awards to be granted to consultants, contractors or other third parties under commitments of the Corporation in effect before the Effective Time; or

(iv) Shares issued upon exercise of any warrants or options that are outstanding before or as of the Effective Time.

(d) If the Corporation proposes to sell or issue New Securities for cash that are not otherwise excluded from these pre-emptive rights by the terms of this Section 4.4, it shall give each stockholder of record of the Corporation written notice (the "**Rights Notice**") of its intention, which notice shall describe the New Securities, the price per share of such New Securities, the general terms upon which the Corporation proposes to sell or issue the New Securities, the number of shares that the stockholder has the right to purchase, and a statement that each stockholder shall have not less than twenty one (21) days from distribution of the Rights Notice to agree to purchase all or any part of his, her or its Pro Rata Share of such New Securities for the price and upon the general terms specified in the Rights Notice. A stockholder may elect to purchase all or any part of such stockholder's Pro Rata Share of New Securities by giving written notice to the Corporation prior to the expiration of the period contained in the applicable Rights Notice, which sets forth the quantity of New Securities to be purchased by the stockholder. If a stockholder fails to exercise its pre-emption right within the period specified in the Rights Notice for all or any portion of his, her or its Pro Rata Share of such New Securities, the Corporation shall have one hundred and twenty (120) days after expiration of the period contained in the applicable Rights Notice to sell such unsold New Securities at a price and upon general terms no more favorable

in the aggregate to the purchasers than specified in the Rights Notice. If the Corporation has not sold the New Securities within that period, the Corporation shall not thereafter issue or sell any New Securities without first offering such securities to the stockholders of the Corporation in the manner provided above.

4.5 Voting, Dividends, Liquidation, Dissolution or Winding-Up.

(a) The holders of shares of Common Stock shall be entitled to one vote for each such share on each matter properly submitted to the stockholders of the Corporation on which the holders of shares of Common Stock are entitled to vote. The holders of shares of Common Stock shall not have cumulative voting rights. Except as otherwise required by law or this Certificate of Incorporation, at any annual or special meeting of the stockholders of the Corporation, the holders of shares of Common Stock shall have the right to vote for the election of directors of the Corporation and on all other matters properly submitted to the stockholders of the Corporation for their vote.

(b) The holders of shares of Common Stock shall be entitled to receive such dividends and other distributions (payable in cash, property or capital stock of the Corporation) when, as and if declared thereon by the board of directors of the Corporation (the “**Board**”) from time to time out of any assets or funds of the Corporation legally available therefor and shall share equally on a per share basis in such dividends and distributions.

(c) In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of shares of Common Stock shall be entitled to receive all of the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of Common Stock held by them.

4.6 Delisting. From and after the date of the Admission (the “**Admission Date**”), without the prior consent of the holders of at least seventy five percent (75%) of the voting power of the shares of capital stock present in person or represented by proxy at a meeting of the stockholders entitled to vote on the matter, the Corporation shall not voluntarily cancel the effectiveness of the Admission or willfully cause the Common Stock of the Corporation to no longer be traded on the stock exchange pursuant to which Admission occurred.

4.7 Depository Interests. The Board shall, subject always to any applicable laws and regulations, the facilities and requirements of any relevant system concerned and the Bylaws, have power to implement and/or approve any arrangements it may, in its sole and absolute discretion, think fit in relation to (without limitation) the evidencing of title to and transfer of interest in shares in the capital of the Corporation in the form of depository interests or similar interests, instruments or securities and, to the extent such arrangements are so implemented, no provision of this Certificate of Incorporation shall apply or have effect to the extent that it is in any respect inconsistent with the holding or transfer of the shares in the capital of the Corporation represented thereby. The Board may from time to time take such actions and do such things as it may, in its sole and absolute discretion, think fit in relation to the operation of any such arrangements.

ARTICLE V

BOARD OF DIRECTORS

5.1 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board.

5.2 Number of Directors; Election; Term.

(a) The number of directors that shall constitute the entire Board shall be fixed from time to time exclusively by the Board in accordance with the bylaws of the Corporation (as amended from time to time in

accordance with the provisions hereof, the “*Bylaws*”). The initial number of directors constituting the entire Board is seven.

(b) The directors of the Corporation shall be divided into three classes as nearly equal in number as is practicable, hereby designated Class I, Class II and Class III. The initial Class I directors are: Harry August Miller IV and Kate Marsh; the initial Class II directors are: Douglas Morin and Joanne Goodson; and the initial Class III directors are: Daniel Widdicombe, Jeffrey Lyndon Ko and Janet Astall. The address of each of the initial directors is 3267 Bee Caves Rd, #107, Box 63, Austin, Texas 78746-6773. The term of office of the initial Class I directors shall expire upon the election of directors at the first annual meeting of stockholders after December 31, 2021; the term of office of the initial Class II directors shall expire upon the election of directors at the first annual meeting of stockholders after December 31, 2022; and the term of office of the initial Class III directors shall expire upon the election of directors at the first annual meeting of stockholders after December 31, 2023. At each annual meeting of stockholders, commencing with the first annual meeting of stockholders after December 31, 2021, each of the successors elected to replace the directors of a class whose term shall have expired at such annual meeting shall be elected to hold office until the third annual meeting next succeeding his or her election and until his or her respective successor shall have been duly elected and qualified. If the number of directors that constitutes the Board is changed, any newly created directorships or decrease in directorships shall be so apportioned by the Board among the classes as to make all classes as nearly equal in number as is practicable, provided that no decrease in the number of directors constituting the Board shall shorten the term of any incumbent director.

(c) Notwithstanding the foregoing provisions of this Section 5.2, each director shall serve until such director’s successor is duly elected and qualified or until such director’s earlier death, resignation or removal.

(d) Elections of directors need not be by written ballot unless the Bylaws shall so provide.

5.3 Removal. A director may be removed from office by the vote of the holders of a majority of the outstanding shares of Common Stock only for cause.

5.4 Vacancies and Newly Created Directorships. Vacancies occurring on the Board for any reason and newly created directorships resulting from an increase in the number of directors shall be filled only by vote of a majority of the remaining members of the Board, although less than a quorum, or by a sole remaining director, and not by the stockholders. A person so elected by the Board to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such person shall have been assigned by the Board and until such person’s successor shall be duly elected and qualified or until such director’s earlier death, resignation or removal.

ARTICLE VI

AMENDMENT OF BYLAWS

In furtherance and not in limitation of the powers conferred by statute, the Bylaws may be adopted, amended, altered or repealed by the stockholders of the Corporation by the affirmative vote of the holders of at least seventy-five percent (75%) of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

ARTICLE VII

STOCKHOLDERS

7.1 No Action by Written Consent of Stockholders. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of the stockholders of the Corporation and may not be effected by written consent in lieu of a meeting.

7.2 Special Meetings. Special meetings of the stockholders of the Corporation may be called only by the chairperson of the Board, the chief executive officer of the Corporation or the Board, and the ability of the stockholders to call a special meeting of the stockholders is hereby specifically denied.

7.3 Advance Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws.

7.4 Disclosure of Voting Rights and Interests; Mandatory Takeover Offer.

(a) Definitions. In this Section 7.4, the following words and expressions have the following meaning:

(i) Persons “*acting in concert*” comprise Persons who, pursuant to an agreement or understanding (whether formal or informal), co-operate to obtain or consolidate Control of the Corporation or to frustrate the successful outcome of an offer for the Corporation. A Person and each of its affiliated Persons will be deemed to be acting in concert all with each other.

(ii) “*affiliated person*” means any undertaking in respect of which any Person: (A) has a majority of the stockholders’ or members’ voting rights; (B) is a stockholder or member and at the same time has the right to appoint or remove a majority of the members of its board of directors; (C) is a stockholder or member and alone controls a majority of the stockholders’ or members’ voting rights pursuant to an agreement entered into with other stockholders or members; or (D) has the power to exercise, or actually exercises, dominant influence or Control. For these purposes, a person’s rights as regards voting, appointment or removal shall include the rights of any other affiliated person and those of any Person or entity acting in his own name but on behalf of that Person or of any other affiliated person.

(iii) “*beneficial ownership*” means, with respect to a security: (A) sole or shared voting power (whether conditional or absolute and including the power to vote, or to direct the voting of, such security or a general control of such security); and/or (B) investment power (which includes the power to dispose, or to direct the disposition of, such security), whether direct or indirect and whether through any contract, arrangement, understanding, relationship or otherwise; and/or (C) by virtue of any agreement to purchase, option or derivative (1) the right or option to acquire them or call for their delivery; or (2) an obligation to take delivery of them, whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise; and/or (D) is party to any derivative: (1) whose value is determined by reference to their price; and (2) which results, or may result, in a long position in them.

(iv) “*Control*” means beneficial ownership of shares of capital stock of the Corporation representing in aggregate thirty percent (30%) or more of the Voting Rights (as defined below) of the Corporation, whether or not such ownership holdings give de facto control.

(v) “*Day 14*” means the 14th day following the date on which the initial offer document is published.

(vi) “**Day 21**” means the 21st day following the date on which the initial offer document is published.

(vii) “**Day 39**” means the 21st day prior to Day 60.

(viii) “**Day 60**” means the 60th day following the publication of the initial offer document (or, if the Board consents, Day 60 may be extended if a competing Offer has been announced).

(ix) “**Disclosure and Transparency Rules**” means the Disclosure Guidance and Transparency Rules published by the FCA (as defined below) as amended from time to time.

(x) “**Disclosure Notice**” means a notice issued by the Corporation pursuant to Section 7.4(d) requiring the disclosure of beneficial ownership of shares of capital stock of the Corporation.

(xi) “**FCA**” means the Financial Conduct Authority of the United Kingdom, or such other entities which take over the functions of the FCA for the oversight of the Disclosure and Transparency Rules.

(xii) “**interest**” in a Person means beneficial ownership of any securities of such Person.

(xiii) “**Offer**” means a written offer made in accordance with Section 7.4(e) and may, subject to this Article VII, include an offer to consummate a takeover, merger or consolidation transaction, however effected, including a reverse takeover, partial offer, tender offer, court scheme (including a plan of reorganization under insolvency or bankruptcy laws), or offer by a parent company for shares in its subsidiary.

(xiv) “**Offer Period**” means the period from the time when an announcement is made of an Offer or possible Offer (with or without terms) until the date when the Offer has become or has been declared unconditional, that all announced offers have been withdrawn or have lapsed or following certain other announcements having been made (such as all publicly identified potential offerors having made a statement of intention not to make an offer). An announcement that 30% or more of the Voting Rights of the Corporation is for sale or that the Board is seeking potential offers to acquire Control of the Corporation will be treated as the announcement of a possible Offer for purposes of determining the applicable Offer Period.

(xv) “**Operator**” means any Person who is a stockholder of record of the Corporation by virtue of such Person’s holding stock of the Corporation as trustee or nominee on behalf of those Persons who beneficially own capital stock of the Corporation and have elected to hold such capital stock in dematerialized form through a depository interest.

(xvi) “**Restrictions**” means one or more of the restrictions referred to in Section 7.4(d)(iv) as determined by the Board.

(xvii) “**Specified Shares**” means the shares specified in a Disclosure Notice.

(xviii) “**Voting Rights**” means all the voting power attributable to the issued and outstanding capital stock of the Corporation that is currently exercisable at a meeting of stockholders.

(b) Effect of this Section 7.4. From the Admission Date, this Section 7.4 shall be in effect as a condition to ownership of shares of capital stock of the Corporation; provided, however, that this Section 7.4 shall cease to apply with immediate effect from the date that the Corporation no longer has any shares of its capital stock listed or admitted to trading on the Official List of the FCA or on AIM, or any successor to either of them.

(c) Disclosure of Voting Rights.

(i) Notification. Without prejudice to and in addition to any obligation to disclose under the Disclosure and Transparency Rules, a Person must notify the Corporation and the FCA (at the same time) of

the percentage of such Person's Voting Rights if the percentage of Voting Rights which such Person holds, directly or indirectly, as a stockholder of the Corporation or through such Person's direct or indirect holding of financial instruments as set out in the Disclosure and Transparency Rules (or a combination of such holdings):

(A) reaches, exceeds or falls below three percent (3%), four percent (4%), five percent (5%), six percent (6%), seven percent (7%), eight percent (8%), nine percent (9%), ten percent (10%) and each one percent (1%) threshold thereafter up to one hundred percent (100%); or

(B) reaches, exceeds or falls below an applicable threshold in Section 7.4(c)(i)(A) as a result of events changing the breakdown of Voting Rights and on the basis of information disclosed by the Corporation in accordance with the requirements of the Disclosure and Transparency Rules (or in accordance with requirements which are treated as equivalent to those set out in the Disclosure and Transparency Rules).

(ii) Timing of Notification. Without prejudice to and in addition to any obligation to disclose under the Disclosure and Transparency Rules, the notification to the Corporation shall be effected as soon as possible, but in any event no later than two (2) trading days after the date on which the relevant Person:

(A) learns of the acquisition or disposal or of the possibility of exercising Voting Rights, or on which, having regard to the circumstances, should have learned of it, regardless of the date on which the acquisition, disposal or possibility of exercising Voting Rights takes effect; or

(B) is informed about the event mentioned in Section 7.4(c)(i)(B).

(iii) Form of Notification. A notification to the Corporation must be made using the form TR1 available in electronic format at the FCA's website at:

<https://www.fca.org.uk/markets/primary-markets/regulatory-disclosures/shareholding-notification-disclosure>.

A notification to the FCA must be made using the online portal, known as the "Electronic Submission System" at: https://marketoversight.fca.org.uk/electronicsubmissionssystem/LiPo_SiteLoginPage?startURL=%2Felectronicsubmissionsystem%2FLiPo_CasesHomePage

instructions for which can be found at:

<https://www.fca.org.uk/markets/primary-markets/regulatory-disclosures/shareholding-notification-disclosure>.

or at such websites as the FCA may from time to time designate.

(d) Disclosure of Interests.

(i) Generally. For purposes of this Section 7.4(d):

(A) a Person who is interested in a right to subscribe for, or convert into, shares of the Corporation shall be deemed to be interested in shares and references to interests in shares shall include any interest whatsoever in such shares including, without limitation:

(1) a right to control, directly or indirectly, the exercise of any right conferred by the holding of shares alone or in conjunction with any Person and the interest of any Person shall be deemed to include the interest of any other Person deemed to be so acting in concert;

(2) the interest of a beneficiary of a trust of property where such interest in shares is comprised in the property; and

(3) Persons having a joint interest are taken each of them to have that interest.

(B) a Person is taken to have an interest in shares of the Corporation if:

(1) such Person enters into a contract for their purchase by such Person (whether for cash or other consideration);

(2) not being the registered holder, such Person is entitled to exercise any right conferred by the holding of the shares or is entitled to control the exercise of any such right;

(3) if otherwise than by virtue of having an interest under a trust, such Person has a right to call for delivery of the shares to such Person or to such Person's order, whether the right or obligation is conditional or absolute; or

(4) if otherwise than by virtue of having an interest under a trust, such Person has a right to acquire an interest in shares or is under an obligation to take an interest in shares, whether the right or obligation is conditional or absolute.

(ii) Disclosure Notices.

(A) The Board may serve a Disclosure Notice in writing on any Person whom the Board knows or has reasonable cause to believe to be interested in shares of the Corporation, requiring such Person to indicate whether or not it is the case and, where such Person holds any interest in any such shares, to give such further information as may be required by the Board.

(B) Any Disclosure Notice may require the Person to whom it is addressed to give particulars of such Person's own present interest in shares of the Corporation.

(C) A notice under this Section 7.4(d)(ii) shall require any information given in response to the Disclosure Notice to be given in writing within such reasonable time as may be specified in the Disclosure Notice (subject to Section 7.4(d)(v) and (d)(vii)).

(D) A notice which has taken effect under this Section 7.4(d)(ii) shall remain in effect in accordance with its terms following a transfer of the shares of the Corporation to which it relates unless and until the Board determines otherwise and notifies the stockholder accordingly.

(iii) Failure to Timely Respond. Notwithstanding anything in this Section 7.4(d) to the contrary, if:

(A) a Disclosure Notice has been served on a Person appearing to be interested in Specified Shares; and

(B) the Corporation has not received the information required in respect of the Specified Shares within a period of fourteen (14) days (subject to Section 7.4(d)(v) and (d)(vii)) after the service of the Disclosure Notice, then the Board may determine that the stockholder holding or who is interested in Specified Shares is subject to the Restrictions in respect of such shares. The Corporation shall, as soon as practicable after the determination, give notice to the relevant Person stating that (until such time as the Board determines otherwise under Section 7.4(d)(vii)) the Specified Shares shall be subject to the Restrictions stated in the notice.

(iv) Restrictions.

(A) Subject to Sections 7.4(d)(iv)(B), (d)(v) and (d)(vii), the Restrictions which the Board determines applicable to Specified Shares shall be one or more (as determined by the Board) of the following:

(1) the Person holding the Specified Shares shall not be entitled, in respect of the Specified Shares, to be present or to vote (either personally, or by proxy or otherwise) at an annual or special meeting or at a separate meeting of the holders of a class or series of shares of the Corporation, or to exercise any other right in relation to an annual or special meeting or a separate class meeting;

(2) no transfer of the Specified Shares shall be effective or shall be recognized by the Corporation; and

(3) no dividend or other sums which would otherwise be payable on or in respect of the Specified Shares shall be paid to the Person holding the Specified Shares and, in circumstances where an offer of the right to elect to receive shares instead of cash in respect of a dividend is or has been made, an election made in respect of the Specified Shares shall not be effective.

(B) The Board may determine that one or more Restrictions imposed on Specified Shares shall cease to apply at any time, provided, however, that the Board has given notice to the holder of the Specified Shares within seven (7) days of the cessation of such restrictions and has identified the date upon which the restrictions ceased to apply. If the Corporation receives the information required in the relevant Disclosure Notice, the Board shall, within seven (7) days of receipt, determine that all Restrictions imposed on the Specified Shares shall cease to apply and shall give notice to the holder of the Specified Shares within seven (7) days of the cessation of all such restrictions and shall identify the date upon which the restrictions ceased to apply. In addition, the Board shall determine that all Restrictions imposed on the Specified Shares shall cease to apply if the Corporation receives an executed and, if necessary, duly stamped instrument of transfer in respect of the Specified Shares, which would otherwise be given effect to:

(1) if the transfer is made pursuant to a sale of the Specified Shares on AIM;

(2) if the transfer is by way of an acceptance of an offer to acquire all the shares in the Corporation or all the shares in the Corporation of any class or series or classes or series (other than shares which at the date of the Offer are already held by the Offeror), being an offer on terms which are the same in relation to all the shares to which the offer relates or, where such shares include shares of different classes, in relation to all the shares of each class; or

(3) if the transfer is made pursuant to a sale which is shown to the satisfaction of the Board to be a bona fide sale of the whole of the beneficial interest in the Specified Shares to a Person who is unconnected with the transferor or with any other Person appearing to be interested in the shares.

(C) Where dividends or other sums payable on Specified Shares are not paid as a result of Restrictions having been imposed, the dividends or other sums shall accrue and be payable (without interest) on the relevant Restrictions ceasing to apply.

(D) If the Board makes a determination under Section 7.4(d)(iv)(B), it shall notify the purported transferee as soon as practicable and any Person may make representations in writing to the Board concerning the determination. None of the Corporation, the Board, any director, any officer or any other person shall in any event be liable to any Person as a result of the Board having imposed Restrictions, or failed to determine that Restrictions shall cease to apply, if the Board has acted in good faith.

(v) Exceptions. Where the Specified Shares represent less than one-quarter of one percent (0.25%) of the issued and outstanding shares of the Corporation or shares of the same class as the Specified Shares in issue at the date of issue of the relevant Disclosure Notice, then:

(A) the period of fourteen (14) days referred to in Section 7.4(d)(iii)(B) is to be treated as a reference to a period of twenty-eight (28) days; and

(B) any determination made by the Board under Section 7.4(d)(iv)(B) may only impose the Restrictions referred to in Section 7.4(d)(iv)(A)(1).

(vi) Shares Issued in Respect of Specified Shares. Shares issued in respect of Specified Shares that are at the relevant time subject to particular Restrictions shall, on issue, become subject to the same Restrictions as the relevant Specified Shares. For this purpose, shares which the Corporation procures to be offered to stockholders pro rata (or pro rata ignoring fractional entitlements and shares not offered to certain stockholders by reason of legal restrictions associated with offering shares outside the United Kingdom) shall be treated as shares issued in respect of Specified Shares.

(vii) Suspension of Restrictions. The Board may, in its sole and absolute discretion, suspend, in whole or in part, the imposition of a Restriction, either permanently or for a given period, and may pay a dividend or other sums payable in respect of the Specified Shares to a trustee to the extent permitted by applicable law (subject to the Restriction referred to in Section 7.4(d)(iv)(A)(3)). Notice of suspension, specifying the Restrictions suspended and the period of suspension, shall be given by the Corporation to the relevant stockholder as soon as practicable.

(viii) Obligations of Operators. Where a Disclosure Notice is served on an Operator, the obligations of the Operator shall be limited to disclosing information recorded by it relating to a Person appearing to be interested in the shares held by it.

(e) Offer Requirements.

(i) Offer. Subject to the DGCL and any applicable laws, rules or regulations, from the Admission Date and for so long as the Corporation has any shares admitted to trading on AIM (or any successor body or organization) when:

(A) any Person acquires, whether by a series of transactions over a period of time or not, beneficial ownership of securities that (taken together with securities owned, held or acquired by Persons acting in concert with such Person) represents at the time of, and including such acquisition, thirty percent (30%) or more of the Voting Rights; or

(B) any Person who, together with Persons acting in concert with such Person, holds beneficial ownership of securities representing not less than thirty percent (30%) but not more than fifty percent (50%) of the Voting Rights and such Person, or any Person acting in concert with such Person, acquires additional securities that will increase such Person's percentage of the Voting Rights, then such Person and any Person acting in concert with such Person (each such Person referred to as an "**Offeror**") shall extend an Offer, in accordance with this Section 7.4(e), to the holders of all issued and outstanding capital stock of the Corporation; provided, however, that the obligation to make an Offer pursuant to this Section 7.4(e) shall not apply to (1) any underwriter or (2) any Person(s) in relation to whom the obligation to make an Offer pursuant to this Section 7.4(e) would not have arisen but for the exercise by any such Person of an entitlement to acquire shares of capital stock of the Corporation pursuant to an option or warrant granted to such Person by the Corporation prior to the Admission Date or pursuant to an option or warrant granted to such Person by the Corporation after the Admission Date pursuant to a pre-existing contractual commitment of the Corporation to issue such warrant or option or (3) in the case of a stockholder who is a natural person, if such stockholder dies, the survivors or survivor (where he was a joint holder), his personal representative and any person registered as holder of stock pursuant to its transmission to that person by operation of the law. Such Offer must be conditional only upon the Offeror having received acceptances in respect of shares of capital stock of the Corporation that, together with all of the shares of capital stock of the Corporation beneficially owned by such Offeror or any Person acting in

concert with it, will result in the Offeror and any Person acting in concert with it beneficially owning shares of capital stock of the Corporation representing more than fifty percent (50%) of the Voting Rights; provided, however, that an offer must be unconditional if the Offeror (and any person acting in concert with it) holds securities carrying more than fifty percent (50%) of the Voting Rights following the acquisition of such additional securities.

The grant of an option to acquire existing issued shares of capital stock of the Corporation will be deemed to constitute the acquisition by the grantee of the option of securities giving rise to the obligation to make an Offer under this Section 7.4(e) where the relationship and arrangements between the parties concerned is such that effective Control of the shares of capital stock of the Corporation has passed to the grantee of the option.

(ii) Form of Offer.

(A) An Offer must be made in writing and publicly disclosed.

(B) Unless with the consent of the Board, all of the conditions to an Offer must be satisfied or waived, or the Offer must lapse, by midnight on Day 60.

(C) An Offer must be open for acceptance until the later of Day 21 and the date on which the Offer becomes or is declared unconditional or lapses.

(D) In addition, after an Offer becomes or is declared unconditional it must remain open for acceptance for not less than 14 days and the Offeror must give at least 14 days' notice before the Offer is closed.

(E) Subject to paragraph (C), when an Offer is not subject to an acceptance condition it is not required to remain open for acceptance in accordance with paragraph (D), provided that the position is set out clearly and prominently in the offer document.

(F) When an Offer becomes or is declared unconditional and remains open for acceptance until further notice, a notification must be sent to the stockholders of the Corporation and persons with information rights at least 14 days before the Offer is closed.

(G) If one or more conditions relating to an official authorisation or regulatory clearance has not been satisfied or waived by 5:00 pm on the second day prior to Day 39, the above timetable may be suspended (i) at the joint request of the Offeror and the Corporation; or (ii) at the request of either the Offeror or the Corporation, provided that at least one of the outstanding conditions relates to a material official authorisation or regulatory clearance.

(H) An Offer must, in respect of each class or series of capital stock of the Corporation, be in cash or be accompanied by a cash alternative at a value not less than the highest price (as computed in accordance with Section 7.4(e)(iii)) paid by the Offeror for shares of that class or series during the Offer Period and within 12 months prior to its commencement (the "**Highest Price**"). The Highest Price shall be determined by the Board or any advisor retained by the Board for such purpose; provided, however, that the Board or any advisor retained by the Board shall adhere to the guidelines set forth in Section 7.4(e)(iii).

(iii) Calculation of Highest Price.

(A) Non-Cash Consideration. When capital stock of the Corporation has been acquired for consideration other than cash in a transaction giving rise to an obligation to make an Offer under this Section 7.4(e), the Offer must nevertheless be in cash or be accompanied by a cash alternative of at least equal value, which value must be determined by an independent valuation.

(B) Stamp Duty and Broker's Commission. In calculating the Highest Price, stamp duty and broker's commission, if any, shall be excluded.

(C) Listed Securities. If capital stock of the Corporation has been acquired in exchange for listed securities in a transaction giving rise to an obligation to make an Offer under this Section 7.4(e), the Highest Price will be established by reference to the middle market price of such listed securities on the applicable market on the date of such acquisition.

(D) Conversion, Warrants, Options or Other Subscription Rights. If capital stock of the Corporation is admitted to trading on AIM and has been acquired by the conversion or exercise (as applicable) of convertible securities, warrants, options or other subscription rights, the Highest Price shall be established by reference to the middle market price of such capital stock on the London Stock Exchange at the close of business on the day on which the relevant exercise or conversion notice was submitted provided that if the convertible securities, warrants, options or subscription rights were acquired during the Offer Period or within 12 months prior to its commencement, they will be treated as if they were purchases of the underlying capital stock of the Corporation at a price equal to the sum of the purchase price of such convertible securities, warrants, options or other subscription rights plus the relevant conversion or exercise price paid (or if such convertible securities, warrants, options or other subscription rights have not yet been converted or exercised, the maximum conversion or exercise price payable under the relevant conversion or exercise terms).

(iv) Sales by Directors. In the event that any director of the Corporation (or any of his or her affiliates) sells shares of the Corporation to a purchaser as a result of which the purchaser is required to make an Offer under this Section 7.4(e), such director must ensure that as a condition of the sale the purchaser undertakes to fulfill its obligations under this Section 7.4(e). In addition, such director shall not resign from the Board until the first closing date of the Offer or the date when the Offer becomes or is declared wholly unconditional, whichever is later.

(v) Public Disclosure. No Offeror or nominee of an Offeror may be appointed to the Board, nor may an Offeror exercise the Voting Rights represented by the securities of the Corporation held by such Offeror, until public disclosure of the Offer has been made.

(vi) Stockholder Waiver of Offer Obligation. The obligation to make an offer under this Section 7.4(e) may be waived in the circumstances and with the relevant consent described below:

(A) the obligation may be waived in any circumstance with the consent of the holders of more than fifty percent (50%) of the Voting Rights (excluding for this purpose the Voting Rights of the Offeror and any Persons who are affiliated or acting in concert with the Offeror);

(B) if an allotment of New Securities by the Corporation as consideration for an acquisition or a cash subscription would otherwise result in an obligation to make an Offer under this Section 7.4(e), the obligation may be waived with the consent of the holders of a majority of the Voting Rights of those Persons who are neither the proposed allottee(s) of the New Securities nor affiliated or acting in concert with the proposed allottee(s) of such New Securities; or

(C) if an underwriter incurs an obligation under this Section 7.4(e) unexpectedly (e.g., as a result of an inability to complete a distribution of securities of the Corporation), the obligation may be waived with the consent of the holders of a majority of the Voting Rights of those Persons who are neither the underwriter(s) nor affiliated or acting in concert with such underwriters.

(vii) Consequences of Noncompliance. If an Offeror shall fail to comply with this Section 7.4(e) or shall fail to comply with such Offeror's obligations under the Offer, and shall persist in such

failure after written notice from the Corporation to such Person(s), the Board may, to the fullest permitted by applicable law:

(A) require such Person(s) to provide such information as the Board considers appropriate;

(B) make an award for costs against the Offeror;

(C) determine that some or all of such securities acquired in breach of this Section 7.4(e) be sold;

(D) direct that the Offeror shall not be entitled to exercise any Voting Rights; and/or

(E) direct that no dividends shall be paid in respect of all or any of the capital stock of the Corporation held by the Offeror.

The restrictions in Section 7.4(e)(vii)(D) and (E) may be waived at the discretion of the Board, and shall be waived when (1) the shares subject to such restrictions are proved to the reasonable satisfaction of the Board to have been sold to a new beneficial owner that is not affiliated or acting in concert with the Offeror, (2) such shares have been sold pursuant to an Offer made to all holders of shares of the Corporation on terms which do not differentiate between such holders, or (3) the provisions of this Section 7.4(e) relating to the Offer or, as the case may be, the Offeror's obligations under the Offer, have been complied with in full.

7.5 Severability and Interpretation.

(a) If any term or provision in Section 7.4 shall be in violation of any applicable law or public policy, then Section 7.4 shall be deemed to include such provision only to the fullest extent that it is legal, valid and enforceable, and the remainder of the terms and provisions herein shall be construed as if such illegal, invalid, unlawful, void, voidable or unenforceable term or provision were not contained herein; if Section 7.4 shall be in violation of any applicable law or public policy in its entirety, then this Certificate of Incorporation shall be deemed not to include the provisions of Section 7.4.

(b) To the fullest extent permitted by law, the Board shall have the exclusive power and authority to administer and interpret the provisions of Section 7.4 and to exercise all rights and powers specifically granted to the Board or the Corporation or as may be necessary or advisable in the administration of Section 7.4, and all such actions, calculations, determinations and interpretations which are done or made by the Board in good faith shall be final, conclusive and binding on the Corporation and the beneficial and record owners of the Common Stock and shall not subject the Board, any director, any officer of any other person to any liability to the Corporation, any stockholder or any other Person.

ARTICLE VIII

LIMITATION OF LIABILITY AND INDEMNIFICATION

8.1 Limitation of Personal Liability. No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL, as it presently exists or may hereafter be amended from time to time. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

8.2 Indemnification and Advancement of Expenses. The Corporation shall indemnify its directors and officers to the fullest extent authorized or permitted by the DGCL, as now or hereafter in effect, and such right to indemnification shall continue as to a person who has ceased to be a director or officer of the Corporation and shall inure to the benefit of such person's heirs, executors and personal and legal representatives. A director's or officer's right to indemnification conferred by this Section 8.2 shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition, provided that such director or officer presents to the Corporation a written undertaking to repay such amount if it shall ultimately be determined that such director or officer is not entitled to be indemnified by the Corporation under this Article VIII or otherwise. Notwithstanding the foregoing, except for proceedings to enforce any director's or officer's rights to indemnification or rights to advancement of expenses, the Corporation shall not be obligated to indemnify any director or officer, or advance expenses of any director, (or such director's or officer's heirs, executors or personal or legal representatives) in connection with any proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized by the Board.

8.3 Non-Exclusivity of Rights. The rights to indemnification and advancement of expenses conferred in Section 8.2 of this Certificate of Incorporation shall neither be exclusive of, nor be deemed in limitation of, any rights to which any person may otherwise be or become entitled or permitted under this Certificate of Incorporation, the Bylaws, any statute, agreement, vote of stockholders or disinterested directors, or otherwise.

8.4 Insurance. To the fullest extent authorized or permitted by the DGCL, the Corporation may purchase and maintain insurance on behalf of any current or former director or officer of the Corporation against any liability asserted against such person, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article VIII or otherwise.

8.5 Persons Other Than Directors and Officers. This Article VIII shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to, or to purchase and maintain insurance on behalf of, persons other than those persons described in the first sentence of Section 8.2 of this Certificate of Incorporation or to advance expenses to persons other than directors of the Corporation.

8.6 Effect of Modifications. Any amendment, repeal or modification of any provision contained in this Article VIII shall, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to further limit or eliminate the liability of directors or officers) and shall not adversely affect any right or protection of any current or former director or officer of the Corporation existing at the time of such amendment, repeal or modification with respect to any acts or omissions occurring prior to such amendment, repeal or modification.

ARTICLE IX

MISCELLANEOUS

9.1 Forum for Certain Actions.

(a) Forum. Unless a majority of the Board, acting on behalf of the Corporation, consents in writing to the selection of an alternative forum (which consent may be given at any time, including during the pendency of litigation), the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, another state court located within the State of Delaware or, if no court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware) shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation under Delaware law, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation or any of its directors, officers or other employees arising pursuant to any provision of the DGCL, this Certificate of Incorporation or the Bylaws (in each case, as may be amended from time to time), (iv) any action asserting a claim against the Corporation or any of its directors, officers or other employees governed by the internal affairs doctrine of the State of Delaware or (v) any other action asserting an "internal corporate claim," as defined in Section 115 of the DGCL, in all cases subject to the court's having personal jurisdiction over all indispensable parties named as defendants. Further, the Court of Chancery of the State of Delaware (or, in the event that the Court of Chancery of the State of Delaware does not have jurisdiction, another state court located within the State of Delaware or, if no court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware) shall be the sole and exclusive jurisdiction to determine any dispute, claim or action brought against the Corporation by any current or former director, officer or other person entitled or purported to be entitled to indemnification from the Corporation by reason of the fact that he or she (or a person for whom he or she is a representative) is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation in any position or capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, whether pursuant to the Corporation's Certificate of Incorporation, the Bylaws, any statute, agreement, vote of stockholders or disinterested directors, or otherwise, with respect to any claims thereunder. Nothing herein contained shall be construed to preclude stockholders that assert claims under the U.S. Securities Act of 1933, as amended, the U.S. Securities Exchange Act of 1934, as amended, or any successor thereto, from bringing such claims in any state or federal court of the United States of America, subject to applicable law. Any Person or entity having, purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 9.1.

(b) Personal Jurisdiction. If any action the subject matter of which is within the scope of subparagraph (a) of this Section 9.1 is filed in a court other than a court located within the State of Delaware (a "**Foreign Action**") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce subparagraph (a) of this Section 9.1 (an "**Enforcement Action**") and (ii) having service of process made upon such stockholder in any such Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

(c) Enforceability. If any provision of this Section 9.1 shall be held to be invalid, illegal or unenforceable as applied to any Person or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Section 9.1, and the application of such provision to other Persons and circumstances shall not in any way be affected or impaired thereby.

9.2 Amendment. The Corporation reserves the right to amend, alter or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by this Certificate of Incorporation and the DGCL; and all rights, preferences and privileges herein conferred upon stockholders of the Corporation by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Section 9.2. In addition to any other vote that may be required by law or applicable stock exchange rule, the affirmative vote of the holders of at least seventy-five percent (75%) of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend, alter, repeal or adopt any provision of this Certificate of Incorporation.

9.3 Severability. If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby.

4. This Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by a duly authorized officer of the Corporation on this 28 day of October, 2021.

DocuSigned by:

Harry August Miller IV

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Name: Harry August Miller IV

Title: Executive Chairman