

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
BOKU, INC.**

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

Boku, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the “**General Corporation Law**”),

DOES HEREBY CERTIFY:

1. That the name of this corporation is “Boku, Inc.” This corporation was originally incorporated pursuant to the General Corporation Law on October 21, 2008 under the name “Vidicom Holdings Inc.”

2. That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, and declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

FIRST: The name of this corporation is Boku, Inc. (the “**Corporation**”).

SECOND: The address of the registered office of the Corporation in the State of Delaware is 3500 South Dupont Highway, in the City of Dover, County of Kent, 19901. The name of its registered agent at such address is Incorporating Services, Ltd.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

FOURTH:

A. CLASSES OF STOCK.

The total number of shares of all classes of stock which the Corporation shall have authority to issue is 320,000,000 shares of Common Stock, \$ 0.0001 par value per share (“**Common Stock**”).

B. Intentionally Left Blank

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation:

C. COMMON STOCK

1. Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock on all matters submitted to a vote of the stockholders generally. There shall be no cumulative voting.

2. Redemption. The Common Stock is not redeemable at the option of the holder thereof.

D. POST IPO PROVISIONS

1. Defined Terms. For purposes of this Certificate of Incorporation, the following capitalized terms shall have the meaning given such terms set forth below.

"AIM Admission" means admission of shares of the Common Stock for trading on AIM;

"AIM" means AIM, a market operated by the London Stock Exchange;

"Control" means a holding or having the power to direct the voting of securities representing thirty percent (30%) or more of the Voting Rights, irrespective of whether the holding or holdings gives de facto control;

"Disclosure and Transparency Rules" means the Disclosure and Transparency Rules published by the FCA as amended from time to time;

"Employees' Share Scheme" means an agreement, arrangement, scheme or plan for incentivizing, encouraging or facilitating the holding of options, shares, restricted stock units or debentures or other equity awards in the Corporation by or for the benefit of: (a) bona fide employees, officers, directors, consultants or former employees, officers or directors or consultants of the Corporation or any subsidiary of the Corporation; or (b) the wives, husbands, widows, widowers, children or step-children under the age of 18 of such employees or former employees;

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"FCA" means the Financial Conduct Authority of the United Kingdom;

"London Stock Exchange" means London Stock Exchange plc;

"New Securities" means any shares of capital stock of the Corporation or any other shares or securities convertible into shares of capital stock of the Corporation or any warrants or

options to purchase shares or securities convertible into shares of capital stock of the Corporation;

“**Person**” means an individual, corporation, firm, fund, partnerships (general or limited), associations, limited liability companies, joint ventures, trusts, estates or other legal entities or organizations;

“**Pre-emptive Rights**” shall have the meaning given such term in Section 2(a) of this Article Fourth, Part D;

“**Pro Rata Share**” means, in relation to a stockholder, that share which is in the same proportion as the number of outstanding shares of the Corporation’s capital stock held by such stockholder bears to the total number of outstanding shares of the Corporation’s capital stock, in each case as at the date of the Rights Notice (as defined below);

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**Voting Rights**” means the right to vote issued and outstanding securities of the Corporation as provided herein and under the General Corporation Law at the relevant time.

“**Whole Board**” means the total number of authorized directors on the Board of Directors of the Corporation (the “**Board**”) whether or not there exist any vacancies in previously authorized directorships or newly created directorships.

2. Pre-emptive Rights. Subject to the General Corporation Law and the terms of any resolution creating new shares of capital stock of the Corporation:

(a) Pre-emptive Rights. So long as the Common Stock is listed for trading on AIM or the London Stock Exchange (each an “**Authorized Exchange**”), unless otherwise determined by holders of seventy-five percent (75%) of the voting power of all of the then-outstanding shares of capital stock of the Corporation, the Corporation shall not issue any New Securities, unless it shall first have made an offer to each stockholder (unless waived by such stockholder) to sell to such stockholder on substantially the same or more favorable terms a proportion of those New Securities which is nearly as practical equal to the such stockholder’s 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 share entitlements, rounding of shares or other legal restrictions under the laws of, or the requirements of any regulatory authority or stock exchange or otherwise in any jurisdiction (“**Pre-Emptive Rights**”); provided, however, that notwithstanding anything herein the foregoing Pre-emptive Rights shall not apply with respect to:

(i) the authorization and/or issuance for cash of New Securities provided that the nominal amount of such shares or the shares into which such New Securities may be converted, during any twelve (12) month period, does not exceed, in the

aggregate, ten percent (10%) of the outstanding shares of Common Stock as of the first day of such twelve (12) month period;

(ii) 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 an Authorized Exchange, on terms and conditions acceptable to the Board in its sole discretion (the “**Admission**”);

(iii) options, restricted stock units, shares or other equity awards previously, or to be, granted to employees, officers, directors, consultants, contractors or advisors of the Corporation and/or its subsidiaries under, and the issuance of shares pursuant to such securities or benefits granted under any stock option or incentive plan or agreement heretofore or hereafter adopted by the Corporation, including without limitation any of the foregoing granted or to be granted under any Employees’ Share Scheme;

(iv) shares issued upon exercise of any outstanding warrants, options, or upon conversion of any convertible promissory notes or debt, in each case that were outstanding before or as of the date of AIM Admission, as defined above;

(v) shares issued, whether upon exercise of any warrants, options or otherwise, in connection with business transactions of the Corporation (including, without limitation, to lessors, financial institutions, vendors, landlords and research and development joint venture, channel or strategic partners); or

(vi) shares issued for or in connection with the purchase or acquisition of the stock, business or assets of one or more other Persons, or in connection with a merger or consolidation of the Corporation with or into one or more other Persons or any similar business combination or acquisition.

(b) Rights Notice Procedure. If the Corporation proposes to issue New Securities, it shall give each stockholder of the Corporation written notice (the “**Rights Notice**”) of its intention, which notice shall describe the New Securities, the proposed price per share of the offer of such New Securities, the general terms upon which the Corporation proposes to allot 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 delivery 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; provided that such stockholder can waive in writing the obligation of the Corporation to provide a Rights Notice or participate in such offer of New Securities, including with respect to any future offering of New Securities provided such waiver complies with applicable law and rules of the AIM or the London Stock Exchange. A stockholder may elect to purchase all or any part of his, her or its 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 timely exercise its Pre-emptive Right within the period specified in the Rights Notice for all or any portion of 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 all material respects, 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.

3. Delisting. From and after the Admission Date, without the prior consent of holders of seventy-five percent (75%) of the voting power of all of the then outstanding shares of capital stock, 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. Depository Interests. The Board shall, subject any applicable laws and regulations, the facilities and requirements of any relevant system concerned and this Certificate of Incorporation and the bylaws of the Corporation (as each may be amended and/or restated from time to time, the "**Bylaws**"), have power to implement and/or approve any arrangements it may, in its sole and absolute discretion, determine to be advisable in relation to (without limitation) the evidencing of title to and transfer of interest in shares of the capital stock of the Corporation in the form of depository interests or similar interests, instruments or securities. The Board may from time to time take such actions and do such things as it may, in its sole and absolute discretion, determine to be advisable in relation to the operation of any such arrangements.

5. Mandatory Takeover Offer.

(a) Offer Requirements. Subject to the General Corporation Law, the Securities Act, the Exchange Act (if the Corporation has a class of equity securities registered under the Exchange Act) and any applicable SEC rules and regulations, from the date of Admission (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:

(i) 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

(ii) 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 his, her or its 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 to purchase all issued and outstanding shares of the Corporation's capital stock, in accordance with this Section 5(a)(ii) of Article Fourth, Part D (an "**Offer**"), to the Board and 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 5(a)(ii) of Article Fourth, Part D shall not apply to (i) any underwriter or (ii) any Person(s) in relation to whom the obligation to make an Offer pursuant to this Section 5(a)(ii) of Article Fourth, Part D would not have arisen but for the exercise by any such Person of an entitlement or right 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 existing prior to the Admission Date or (iii) in the case of a natural stockholder, 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 of the Corporation carrying more than fifty percent (50%) of the Voting Rights before the Offer is made. No acquisition of securities which would give rise to the obligation to make an Offer under this Section 5(a)(ii) of Article Fourth, Part D may be made if the making or implementation of such Offer would or might be dependent on the approval or passing of a resolution at any meeting of the stockholders or beneficial owners of the Offeror or upon any other condition, consent or arrangement.

For purposes of this Section 5 of Article Fourth, Part D, 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 5(a) of Article Fourth, Part D 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.

(b) Form of Offer. An Offer must be made in writing and publicly disclosed, must be open for acceptance for a period of not less than 30 days and, if the Offer is made conditional as to acceptances and becomes or is declared unconditional as to acceptances, must remain open for not less than 14 days after the date on which it would otherwise have expired (the "**Offer Period**"). 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 5(c) of Article Fourth, Part D) 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 5(c) of Article Fourth, Part D.

(c) Calculation of Highest Price

(i) 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 5 of Article Fourth, Part D 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.

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

(iii) 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 5 of Article, Fourth Part D, 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.

(iv) 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).

(d) 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 5 of Article Fourth, Part D, such director must use reasonable commercial efforts to ensure that as a condition of the sale the purchaser undertakes to fulfill its obligations under this Section 5 of Article Fourth, Part D, provided that doing so would not be inconsistent with such director's fiduciary duties to the Corporation and its stockholders. In addition, unless inconsistent with a director's fiduciary duties to the Corporation and its stockholders, 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.

(e) 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.

(f) Stockholder Waiver of Offer Obligation. The obligation to make an offer under this Section 5 of Article Fourth, Part D may be waived in the circumstances and with the relevant consent described below;

(i) 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);

(ii) if an issuance or 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 5 of Article Fourth, Part D 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

(iii) if an underwriter incurs an obligation under this Section 5 of Article Fourth, Part D 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 underwriter(s).

(g) Consequences of Noncompliance. If an Offeror shall fail to comply with this Section 5 of Article Fourth, Part D 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 (subject to any other approvals or authorizations that may be required):

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

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

(iii) determine that some or all of such securities acquired in breach of this Section 5 of Article Fourth, Part D be sold;

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

(v) 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 subparagraphs (iv) and (v) of this Section 5 of Article Fourth, Part D may be waived at the discretion of the Board, and shall be waived when (i) 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, (ii) 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 (iii) the provisions of this Section 5 of Article Fourth, Part D relating to the Offer or, as the case may be, the Offeror's obligations under the Offer, have been complied with in full.

(h) Severability. If any term or provision in this Article Fourth, Part D shall be in violation of any applicable law or public policy, then this Article Fourth, Part D 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 this Article Fourth, Part D 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 applicable provisions of this Article Fourth, Part D.

(i) Interpretation. To the fullest extent permitted by law and subject to the rights of the stockholder set forth herein, the Board shall have the exclusive power and authority to administer and interpret the provisions of this Article Fourth, Part D 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 this Article Fourth, Part D, 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 capital stock of the Corporation .

6. Disclosure of Voting Rights

(a) Without prejudice to and in addition to any obligation to disclose under the Disclosure and Transparency Rules published by the FCA as amended from time to time (the "**Disclosure and Transparency Rules**"), a Person must notify the Corporation of the percentage of all the Voting Rights held by such Person if the percentage of Voting Rights which such Person holds directly or indirectly as a stockholder or through such holder's direct or indirect holding of financial instruments as set out in the Disclosure and Transparency Rules (or a combination of such holdings):

(i) reaches, exceeds or falls below 3%, 4%, 5%, 6%, 7%, 8%, 9%, 10% and each 1% threshold thereafter up to 100%; or

(ii) reaches, exceeds or falls below an applicable threshold in (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).

(b) 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 trading days after the date on which the relevant Person:

(i) 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

(ii) is informed about the event mentioned Section 6(a)(ii) above.

(c) A notification must be made using the form TR1 available in electronic format at the website of the Financial Conduct Authority of the United Kingdom at: <http://www.fca.org.uk>.

7. Amendment of Bylaws

The Board shall have the power to adopt, amend or repeal the Bylaws. Any adoption, amendment or repeal of the Bylaws by the Board shall require the approval of a majority of the Whole Board. The stockholders shall also have power to adopt, amend or repeal the Bylaws; *provided, however*, that in addition to any vote of the holders of any class or series of stock of the Corporation required by law or by this Certificate of Incorporation, the affirmative vote of the holders of at least two-thirds of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting

together as a single class, shall be required to adopt, amend or repeal any provision of the Bylaws; *provided further*, that if two-thirds of the Whole Board has approved such adoption, amendment or repeal of any provisions of the Bylaws, then only the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of the Bylaws.

8. Matters Relating to the Board of Directors

(a) Director Powers. The conduct of the business and affairs of the Corporation shall be managed by or under the direction of the Board. In addition to the powers and authority expressly conferred upon them by statute or by this Certificate of Incorporation or the Bylaws, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

(b) Number of Directors. The number of directors shall be fixed from time to time exclusively by resolution adopted by a majority of the Whole Board.

(c) Classified Board. The Board shall be and is divided into three classes designated as Class I, Class II and Class III, respectively (the “**Classified Board**”). Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the Whole Board. The Board may assign members of the Board already in office to the Classified Board, which assignments shall become effective at the same time the Classified Board becomes effective. Directors shall be assigned to each class in accordance with a resolution or resolutions adopted by the Board, with the number of directors in each class to be divided as nearly equal as reasonably possible. The initial term of office of the Class I directors shall expire at the Corporation’s first annual meeting of stockholders following Admission, the initial term of office of the Class II directors shall expire at the Corporation’s second annual meeting of stockholders following Admission and the initial term of office of the Class III directors shall expire at the Corporation’s third annual meeting of stockholders following Admission. At each annual meeting of stockholders following Admission, directors elected to succeed those directors of the class whose terms then expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election.

(d) Term and Removal. Each director shall hold office until such director’s successor is duly elected and qualified, or until such director’s earlier death, resignation or removal. Any director may resign at any time upon notice to the Corporation given in writing or by any electronic transmission permitted in the Bylaws. No director may be removed except for cause and only by the affirmative vote of the holders of at least two-thirds of the voting power of the then-outstanding shares of capital stock of the Corporation then entitled to vote at an election of directors voting together as a single class. No decrease in the authorized number of directors constituting the Board shall shorten the term of any incumbent director.

(e) Board Vacancies. Any vacancy occurring in the Board for any cause, and any newly created directorship resulting from any increase in the authorized number of directors, shall be filled only by the affirmative vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director, and not by the stockholders. Any director

elected in accordance with the preceding sentence shall hold office for a term expiring at the annual meeting of stockholders at which the term of office of the class to which the director has been assigned expires and until such director's successor shall have been duly elected and qualified, or until such director's earlier death, resignation or removal.

(f) Vote by Ballot. Election of directors need not be by written ballot unless the Bylaws shall so provide.

8. Director Liability.

(a) Limitation of Liability. To the fullest extent permitted by law, no director of the Corporation shall be personally liable for monetary damages for breach of fiduciary duty as a director. Without limiting the effect of the preceding sentence, if the General Corporation Law is hereafter amended to authorize the further elimination or limitation of the liability of a director, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law, as so amended. To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law.

(b) Change in Rights. Neither any amendment nor repeal of this Article Fourth, Part D, Section 9, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article Fourth, Part D, Section 9, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision.

9. Matters Relating to the Stockholders

(a) Special Meeting of Stockholders. Special meetings of the stockholders of the Corporation may be called only by the Chairperson of the Board, the Chief Executive Officer, the President, or the Board acting pursuant to a resolution adopted by a majority of the Whole Board.

(b) Advance Notice of Stockholder Nominations and Business Transacted at Special Meetings. Advance notice of stockholder nominations for the election of directors of the Corporation and of business to be brought by stockholders before any meeting of stockholders of the Corporation shall be given in the manner provided in the Bylaws. Business transacted at special meetings of stockholders shall be confined to the purpose or purposes stated in the notice of meeting.

10. Choice of Forum

(a) Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware, United States of America, shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on

behalf of the Corporation; (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders; (c) any action asserting a claim against the Corporation arising pursuant to any provision of the General Corporation Law, this Certificate of Incorporation or the Bylaws; (d) any action to interpret, apply, enforce or determine the validity of this Certificate of Incorporation or the Bylaws; or (e) any action asserting a claim against the Corporation governed by the internal affairs doctrine.

(b) Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act, or under the rule of the AIM or the London Stock Exchange.

(c) Any person or entity holding, purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article Fourth, Part D, Section 10.

11. Amendment of Certificate of Incorporation

(a) If any provision of this Certificate of Incorporation becomes or is declared on any ground by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Certificate of Incorporation, and the court will replace such illegal, void or unenforceable provision of this Certificate of Incorporation with a valid and enforceable provision that most accurately reflects the Corporation's intent, in order to achieve, to the maximum extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Certificate of Incorporation shall be enforceable in accordance with its terms.

(b) The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the General Corporation Law and all rights conferred upon stockholders are granted subject to this reservation; *provided, however*, that, notwithstanding any other provision of this Certificate of Incorporation or any provision of law that might otherwise permit a lesser vote or no vote, but in addition to any vote of the holders of any class or series of the stock of the Corporation required by law or by this Certificate of Incorporation, the affirmative vote of the holders of at least two-thirds of the voting power of all of the then-outstanding shares of the 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 or repeal any provision of this Certificate of Incorporation; *provided, further*, that if two-thirds of the Whole Board has approved such amendment or repeal of any provisions of this Certificate of Incorporation, then only the affirmative vote of the holders of at least a majority of the voting power of all of the 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 or repeal such provisions of this Certificate of Incorporation.

12. General Provisions.

(a) Section 203 Waiver. The Corporation elects not to be governed by Section 203 of the General Corporation Law.

(b) California Corporations Code Section 500. For purposes of Section 500 of the California Corporations Code (to the extent applicable), in connection with any repurchase of shares of Common Stock permitted under this Certificate of Incorporation from employees, officers, directors or consultants of the Company in connection with a termination of employment or services pursuant to agreements or arrangements approved by the Board of Directors (in addition to any other consent required under this Certificate of Incorporation), such repurchase may be made without regard to any “preferential dividends arrears amount” or “preferential rights amount” (as those terms are defined in Section 500 of the California Corporations Code). Accordingly, for purposes of making any calculation under California Corporations Code Section 500 in connection with such repurchase, the amount of any “preferential dividends arrears amount” or “preferential rights amount” (as those terms are defined therein) shall be deemed to be zero (0).

* * *

3. That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this corporation acting in accordance with Section 228 of the General Corporation Law.

4. That this Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this corporation’s Amended and Restated Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 12th day of November, 2017.

By:  _____
Jon Prideaux, Chief Executive Officer