

Company number 14291436

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION
OF**

W L HOLDINGS LIMITED

Incorporated on 12 August 2022

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PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

W L HOLDINGS LIMITED

(the "Company")

1 INTERPRETATION

1.1 In these Articles, the following words and expressions shall have the following meanings unless the context otherwise requires:

"Act"	the Companies Act 2006;
"appointor"	has the meaning given to that term in Article 12.1;
"Articles"	these articles of association (including the provisions of the Model Articles incorporated herein) in each case as amended from time to time in accordance with the provisions of these Articles and the Act and also includes any other articles of association of the company from time being in force;
"business day"	any day (other than a Saturday, Sunday or public holiday in England);
"Conflict"	has the meaning given to that term in Article 8.1;
"eligible director"	a director who is or would be entitled to be counted as participating for quorum and voting purposes on the matter or decision at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter) and references to "eligible directors" in regulation 8 of the Model Articles shall be construed accordingly;
"Model Articles"	the model articles for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to and in force at the date of adoption of these Articles; and
"Ordinary Share"	an ordinary share of £1 each in the capital of the Company having the rights and being subject to the restrictions set out in these Articles.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 In these Articles, reference to the “**regulations**” shall be (unless the context otherwise requires) to the regulations in the Model Articles and reference to an “**Article**” by number is unless the context otherwise requires to the particular Article of these Articles.
- 1.5 In these Articles a reference to any “**person**” includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists).
- 1.6 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to or in relation to any rights arising under these Articles.
- 1.8 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.8.1 any subordinate legislation from time to time made under it; and
- 1.8.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.9 Any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.10 These Articles and the provisions of the Model Articles (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.
- 1.11 A reference in these Articles to a “**shareholder**” is to a registered holder of an issued share in the capital of the Company from time to time, as recorded in the register of members of the Company.
- 1.12 Regulations 8, 9(4), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2) and (3), 24(5)(a), 44(2), 52 and 53 of the Model Articles shall not apply to the Company.
- 1.13 Regulation 7 of the Model Articles shall be amended by:
- 1.13.1 the insertion of the words “for the time being” at the end of regulation 7(2)(a) of the Model Articles; and
- 1.13.2 the insertion in regulation 7(2) of the Model Articles of the words “(for so long as he remains the sole director)” after the words “and the director may”.
- 1.14 Regulation 20 of the Model Articles shall be amended by the insertion of the words “(including alternate directors) and the secretary” before the words “properly incur”.
- 1.15 In regulation 25(2)(c) of the Model Articles, the words “evidence, indemnity and the payment of a reasonable fee” shall be deleted and replaced with the words “evidence and indemnity”.
- 1.16 Regulation 27(3) of the Model Articles shall be amended by the insertion of the words “, subject to article 10,” after the word “But”.

- 1.17 Regulation 29 of the Model Articles shall be amended by the insertion of the words “, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2),” after the words “the transmittee’s name”.
- 1.18 A reference in these Articles to “**writing**” shall include documents in hard copy, facsimile and/or email form but shall not include any other representation or reproduction of words, symbols or other information in electronic form and the definition contained in the Model Articles shall be modified accordingly.
- 1.19 Regulations 31(1)(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words “either” and “or as the directors may otherwise decide”.

2 UNANIMOUS DECISIONS

- 2.1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter. Once a unanimous decision has been taken, it shall be treated as if it had been a decision taken at a directors’ meeting.
- 2.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 2.3 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at a directors’ meeting had the matter been proposed as a resolution at such meeting.

3 CALLING A DIRECTORS’ MEETING

Any director may waive his entitlement to notice of a directors’ meeting, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at it.

4 QUORUM FOR DIRECTORS’ MEETINGS

- 4.1 Subject to Article 4.2, the quorum for the transaction of business at a meeting of directors is any two eligible directors unless the Company has for the time being only one director, in which case a sole director shall have authority to exercise all the powers of the Company vested in the directors.
- 4.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 8 to authorise a director’s conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

5 VOTING AT DIRECTORS’ MEETINGS

- 5.1 A decision taken at a directors’ meeting is by a majority of votes of the eligible directors participating in the decision at the meeting.
- 5.2 Each director participating in a decision at a directors’ meeting has one vote.

6 CASTING VOTE

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

7 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

7.1 Provided that he has declared the nature and extent of any interest of his (or any conflict or potential conflict of interest) to the extent required from time to time by the Companies Acts, a director notwithstanding his office:

7.1.1 may enter into, be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise in any way (whether directly or indirectly) interested (including any transaction or arrangement with any group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested;

7.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of any contract, transaction, or arrangement or proposed contract, transaction or arrangement in which he is interested;

7.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of any contract, transaction or arrangement or proposed contract, transaction or arrangement in which he is interested and if he does so his vote shall be counted and (whether or not he shall vote) he may be taken into account in ascertaining whether a quorum is present;

7.1.4 may act by himself or any firm or body corporate in which he is a member, officer, employee or consultant, may act in a professional capacity for the Company (otherwise than as auditor) for the Company or any body corporate in which the Company is in any way interested and such firm or company shall be entitled to remuneration for professional services as if he were not a director;

7.1.5 may be a director or other officer of, or member of, or employed or engaged by, hold shares or other securities in or be a party to a transaction or arrangement with, or otherwise interested in, any body corporate, unincorporated association, business or undertaking in any jurisdiction in which the Company is otherwise (directly or indirectly) interested;

7.1.6 may participate in any scheme, transaction or arrangement for the benefit of employees or former employees of the Company or any group undertaking of the Company (including any pension fund or retirement, death or disability scheme or other bonus or employee benefit scheme);

7.1.7 may act as a trustee of any scheme for the benefit of employees or former employees of the Company or any group undertaking of the Company (including any pension, retirement, death or disability scheme or other bonus or employee benefit scheme); and

7.1.8 shall not by reason of his office be accountable to the Company for any benefit, profit or remuneration which he (or a person connected with him (as defined in section 252 of the Companies Act 2006)) derives from any contract, transaction or arrangement or any office, service, employment or from any matter or circumstance described in Articles 7.1.1 to 7.1.7 (inclusive) and no contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest, conflict of interest, potential conflict of interest or benefit nor shall the receipt of any such benefit, profit or remuneration constitute a breach of his duty under section 176 of the Companies Act 2006.

7.2 For the purposes of Article 7.1 a notice complying (mutatis mutandis) with the provisions of sections 177(2) and/or sections 182(2) of the Companies Act 2006 shall be deemed to be sufficient disclosure by such director, or, if otherwise, a general notice to the directors that a director is to be regarded as having an interest, a conflict of interest or a potential conflict of interest of the nature and extent specified in the notice shall be deemed to be sufficient disclosure by such director of the same. An interest of which a director has no knowledge and

of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

- 7.3 A director, notwithstanding his office, may be a director or other officer of, a member of, employed by, or otherwise interested in any body corporate, unincorporated association, business or undertaking whatsoever in any jurisdiction (an "**Outside Interest**") and may not be required to disclose to the company any information in the nature of confidential information of or relating to such Outside Interest or which he is restricted from providing by reason of any obligation of confidentiality owed by such director to the Outside Interest from time to time.

8 DIRECTORS' CONFLICTS OF INTEREST

- 8.1 The directors may, in accordance with the requirements set out in this Article 8, authorise any matter, situation or circumstance proposed to them by or in respect of any director which would, if not authorised, involve a director (an "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest (a "**Conflict**").

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

- 8.2.1 the matter in question shall have been proposed for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may from time to time determine;
- 8.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- 8.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

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

- 8.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- 8.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- 8.3.3 provide that the Interested Director may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution related to the Conflict;
- 8.3.4 otherwise be subject to such terms and for such duration, or impose such limits or conditions (including on the Interested Director) as the directors may determine;
- 8.3.5 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit; and
- 8.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.

- 8.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict and the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act solely by acting in accordance with such terms, limits and conditions (if any) as the directors may impose in respect of its authorisation.

- 8.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 8.6 Without prejudice to Article 7.3, in authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:
- 8.6.1 disclose such information to the directors or to any director or other officer or employee of the Company; or
- 8.6.2 use or apply any such information in performing his duties as a director,
- where to do so would amount to a breach of that confidence.
- 8.7 Without prejudice to Article 7.1.8, a director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with any relationship, matter or circumstance involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract, transaction or arrangement shall be liable to be avoided on such grounds.
- 8.8 For the avoidance of doubt, the shareholders may by ordinary resolution, authorise any matter which would constitute a Conflict.

9 RECORDS OF DECISIONS TO BE KEPT

- 9.1 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.
- 9.2 Except as provided by law or authorised by the directors or by ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

10 NUMBER OF DIRECTORS

Unless and until otherwise determined by ordinary resolution there shall be no maximum number of directors and the minimum number of directors shall be one.

11 APPOINTMENT OF DIRECTORS

- 11.1 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.
- 11.2 For the purposes of Article 11.1, where two or more shareholders die in circumstances rendering it uncertain as to who was the last to die, the younger shareholder shall be deemed to have survived the older shareholder.
- 11.3 The shareholder(s) who from time to time hold the majority of the voting rights in the Company (within the meaning of paragraph 2 of Schedule 6 to the Act) shall have power at any time, and from time to time, to appoint any person willing to act to be a director, either as an additional director (provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Article 10 as the maximum number of directors for the time being in force) or to fill a vacancy and at any time and from time to time to remove from

office any director howsoever appointed. Any such appointment or removal pursuant to this Article 11.3 shall be made by notice in writing to the Company signed by or on behalf of the relevant shareholder(s) (and which may consist of several documents in similar form each signed by or on behalf of one or more shareholders) and shall take effect upon deemed receipt by the Company of such notice or, if later, on such date (if any) as may be specified in the notice.

12 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

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

12.1.1 exercise that director's powers; and

12.1.2 carry out that director's responsibilities,

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

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

12.3 The notice must:

12.3.1 identify the proposed alternate; and

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

13 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

13.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor and in particular shall have one vote at in respect of any decision at any directors' meeting on behalf of each appointor who is not participating in such directors' meeting (but only if his appointor is an eligible director in relation to that decision).

13.2 Except as the Articles specify otherwise, alternate directors:

13.2.1 are deemed for all purposes to be directors;

13.2.2 are liable for their own acts and omissions;

13.2.3 are subject to the same restrictions as their appointors; and

13.2.4 are not deemed to be agents of or for their appointors

and, in particular, each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a shareholder.

13.3 A person who is an alternate director but not a director:

13.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

13.3.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate and if the alternate director is himself an eligible director in relation to the decision); and

13.3.3 shall not be counted as more than one director for the purposes of Articles 13.3.1 and 13.3.2.

13.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

13.5 An alternate director may be reimbursed expenses and may be indemnified by the Company to the same extent as he might properly be reimbursed or indemnified if he were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

14 TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates:

14.1.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate (and in the absence of any such specification shall be deemed to terminate upon deemed receipt by the Company of that notice);

14.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;

14.1.3 on the death of the alternate's appointor; or

14.1.4 when the alternate's appointor's appointment as a director terminates.

15 SECRETARY

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

16 CORPORATE REPRESENTATIVES

16.1 A corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise such a person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of members of the Company. The person so authorised is entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member.

17 POLL VOTES

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

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

18 PROXIES

18.1 Regulation 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than one hour before the

time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate”.

- 18.2 Regulation 45(1) of the Model Articles shall be amended by the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting” as a new paragraph at the end of that regulation.

19 SHARES

- 19.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to the allotment of equity securities (within the meaning of section 560 of the Act) by the Company.

- 19.2 Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

- 19.3 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:

19.3.1 £15,000; and

19.3.2 the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

20 LIABILITY OF SHAREHOLDERS

The liability of the shareholders is limited to the amount, if any, unpaid on the shares held by them.

21 MEANS OF COMMUNICATION TO BE USED

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

21.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

21.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

21.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

21.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

- 21.2 For the purposes of Article 21.1, no account shall be taken of any part of a day that is not a business day.

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

22 INDEMNITY

- 22.1 Subject to Article 22.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- 22.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act) (if any),

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

- 22.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 22.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 22.2 This Article 22 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

- 22.3 In this Article 22:

- 22.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

- 22.3.2 a "**relevant officer**" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

23 INSURANCE

- 23.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

- 23.2 In this Article:

- 23.2.1 a "**relevant officer**" shall have the meaning attributed to that term in Article 22.3.1;

- 23.2.2 a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to

the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

23.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

24 BORROWING POWERS

The directors may exercise all the powers of the Company (whether express or implied) to borrow and/or secure the payment of money, to guarantee the payment of money, the fulfilment of obligations and the performance of contracts and to mortgage or charge the property, assets and uncalled capital of the Company, and to issue debentures, debenture stock and all other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.