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COMPANY NUMBER 02215767

THE COMPANIES ACTS 1985 AND 2006

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM
and
ARTICLES OF ASSOCIATION
of
VEOLIA ENVIRONMENTAL SERVICES (UK) PLC

(Incorporated 1 February 1988)

(Amended by resolution passed on 26 May 2021)



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THE COMPANIES ACTS
1985 TO 1989

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

VEOLIA ENVIRONMENTAL SERVICES (UK) PLC

1. The Company's Name is Veolia Environmental Services (UK) plc¹
2. The Company is to be a Public Limited Company.
3. The Company's Registered Office is to be situated in England and Wales.
4. The Company's Objects are:
 - (1) To carry out the functions of a group holding company (whether or not the company is at the same time carrying on any other business), to control, finance and manage, and to provide managerial, secretarial, accounting, legal, administrative, technical, financial, commercial or any other services or facilities for or otherwise to assist any company or companies in which the Company may be interested and to make or enter into any arrangements which may seem desirable in respect of any such company or companies and to enter into any transaction or arrangement calculated to benefit any such company or companies which would have been authorised if calculated to benefit the Company and to acquire and hold securities in companies which are not controlled by the Company;
 - (2) To purchase, construct, equip, repair, maintain and work vehicles appropriate for the removal and destruction of refuse and to carry on the business of refuse collectors, building cleaners, and street cleaners in the UK and in such other places as may from time to time be thought fit and to engage in all other activities defined in Section 2 Local Government Act 1988 as interpreted by Schedule 1 of the same Act;
 - (3) To construct garages and storehouses and other buildings and facilities for the housing and repair of such vehicles, the storage of fuel and other oils and articles required for the working of the vehicles;
 - (4) To carry on the business of dealers in petroleum and fuel and lubricating oils of every kind and the manufacture of accessories required for the equipment and operation of the company's vehicles;
 - (5) To purchase, construct, sell, hire, hire out or let vehicle engines, machinery and other things used for any of the above purposes;
 - (6) To enter into contracts with any person or company for the collection of refuse;
 - (7) To obtain all powers and authorities necessary to carry out or extend any of the above objects.

¹ The name of the Company was changed from Waltorten Limited to CGEA U.K. Limited by Special Resolution dated 18 October 1988. The name of the Company was changed from CGEA U.K. Limited to CGEA U.K. PLC by Special Resolution dated 24 June 1999. The name of the Company was changed from CGEA U.K. PLC to Onyx Environmental Group plc by Special Resolution dated 19 July 1999. The name of the Company was changed from Onyx Environmental Group plc to Veolia Environmental Services (UK) plc by Special Resolution dated 10 October 2006.

- (8) To carry on any other business which may seem to the Company to be capable of being conveniently or advantageously carried on in connection or conjunction with any business of the Company with a view directly or indirectly to enhancing the value of or to render profitable or more profitable any of the Company's property, assets or rights or expertise;
- (9) To purchase or otherwise acquire and undertake all or any part of the business property and liabilities of any company, firm, person or body carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company;
- (10) To purchase or otherwise acquire, take on lease or in exchange, let or hire any real or personal property or assets or any rights or privileges which the Company may think necessary or convenient or capable of being profitably dealt with in such manner as may be thought fit.
- (11) To amalgamate or enter into any partnership or into any arrangement or other association for sharing profits union of interests, cooperation, joint adventure, reciprocal concession or otherwise with any company, firm, person or body carrying on or engaged in or about to carry on or engage in any business or transactions which the Company is authorised to carry on or engage in or any business transaction capable of being conducted so as directly or indirectly to benefit the Company.
- (12) To subscribe, underwrite, purchase or otherwise acquire shares or stock in or securities or investments of any nature whatsoever and to subsidise or otherwise assist any such company and with or without guarantee to sell, hold, re-issue or otherwise deal with such shares, investments, stock or securities and any rights or options in respect thereof and to buy and sell foreign exchange.
- (13) To build, develop, construct, maintain, alter, enlarge, pull down, remove or replace any building, works, factories, roads, structures or facilities of all kinds and plant and machinery necessary or convenient for the business of the Company and to join with any person, firm or company in doing any of the things aforesaid.
- (14) To enter into any arrangements with any Government or Authorities supreme, municipal, local or otherwise and to obtain from such Government or Authority all rights, concessions, authorisations and privileges that may seem conducive to the Company's objects or any of them.
- (15) To obtain the grant of, purchase or otherwise acquire any concessions, contracts, licences, grants, trademarks, copyrights or rights of any kind, patents, inventions, privileges, exclusive or otherwise, authorities, monopolies, undertakings or businesses, or any right or option in relation thereto, and to perform and fulfill the terms and conditions thereof, and to carry the same into effect, operate thereunder, develop, grant licences thereunder, and turn to account, maintain or sell, dispose of, and deal with the same in such manner as the Company may think expedient.
- (16) To apply for, promote and obtain any provisional order, Act of Parliament or charter for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (17) To promote or join in the promotion of any company for the purpose of acquiring all or any of the business, property, assets, rights and liabilities of any company whether or not having objects similar to those of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company.
- (18) To enter into any arrangements or contracts with any person, firm or company for carrying on

the whole or any part of the business of the Company, and to fix and determine their remuneration, which may be by way of money payment, allotment of shares (either fully or partly paid) or otherwise.

- (19) To sell, exchange, lease, grant licences, dispose of, turn to account or otherwise deal with the whole of the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as may be considered expedient and in particular shares, stock or other securities whether fully or partly paid up.
- (20) To pay for any rights or property acquired by the Company, and to remunerate any person, firm or company rendering services to the Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or in any other manner whatsoever, and to pay all or any of the preliminary expenses of the Company and of any company formed or promoted by the Company.
- (21) To invest the monies of the Company not immediately required for any other purpose of the Company by the purchase of the shares or securities of any company or by the purchase of any interest in land or buildings or in such other manner as shall from time to time be considered expedient.
- (22) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any other company, firm or person and to give indemnities and guarantees of all kinds and to enter into partnership or any joint purse arrangement with any person, firm or Company having objects similar to those of the Company or any of them.
- (23) To guarantee or give indemnities or provide security whether by personal obligation or covenant or by mortgaging or charging all or any part of the undertaking, property and assets both present and future and uncalled capital of the Company, or by all or any of such methods, the performance of any contracts or obligations of any person, firm or company whatsoever.
- (24) To advance, lend or deposit money or give credit to or with any company, firm or person on such terms as may be thought fit and with or without security.
- (25) To draw, make, accept, endorse, discount, execute and issue, and to buy, sell and deal with bills of exchange, promissory notes, debentures, bills of lading, warrants and other negotiable or transferable instruments or securities.
- (26) To raise or borrow and to secure or discharge any debt or obligation of the Company, and to receive money on deposit or loan in such a manner and on such terms as may seem expedient and in such manner as may be thought fit and in particular by mortgages and charges and the issue of debentures or debenture stock or other securities of any description upon all or any part of the undertaking property, assets and rights of the Company both present, and future including any uncalled capital of the Company.
- (27) To establish and maintain or contribute to any scheme for the acquisition by trustees of shares in the Company or its holding company to be held by or for the benefit of employees (including any Director holding a salaried employment or office) of the Company or (so far as for the time being permitted by law) any of the Company's subsidiaries and to lend money (so far as aforesaid) to any such employees to enable them to acquire shares of the Company or its holding company and to formulate and carry into effect any scheme for sharing profits with any such employees.
- (28) To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or super-annuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or any such holding company or otherwise is allied to or associated with the Company, or who are or were at any time directors or officers of the Company or of any such other company, and the wives, widows, families and dependants of

any such persons; to establish and subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company and make payments to or towards the insurance of any such person and do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

- (29) To purchase and maintain insurance for or for the benefit of any person or persons who are or were at any time directors, officers or employees or auditors of the Company, or of any other company which is its holding company, or any company which is associated with the Company, or of any subsidiary undertaking of the Company or trustees of any pension fund in which any employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund and to such extent as may be permitted by law to indemnify or to exempt any such person against or from any such liability; for the purposes of this clause "holding company" and "subsidiary undertaking" shall have the same meanings as in the Companies Act 1985 as amended by the Companies Act 1989.
 - (30) To distribute among the members of the Company in specie or otherwise any property or assets of the Company subject to any consent required by law.
 - (31) To procure the registration, recognition or incorporation of the Company in or under the laws of any territory outside England
 - (32) To issue any securities which the Company has power to issue for any other purpose by way of security or indemnity or in satisfaction of any liability undertaken or agreed to be undertaken by the Company.
 - (33) To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through subsidiary companies, agents, sub-contractors or trustees or otherwise, and either alone or in conjunction with others.
 - (34) To do all such other things as may be considered to be incidental or conducive to any of the above objects.
 - (35) And it is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause shall be separate and distinct objects and shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or the order in which the same occur or by the name of the Company.
5. The liability of the Members is limited.
6. The Authorised Share Capital of the Company is £250,000,000 divided into 250,000,000 Ordinary Shares of £1 each.²

² by Ordinary Resolution passed on 18th October 1988 the share capital of the Company was increased from 100 ordinary £1 shares to 10,000 ordinary £1 shares by the creation of 9,900 ordinary £1 shares; and on 21st June 1991 from 10,000 ordinary £1 shares to 7,000,000 ordinary £1 shares by the creation of 6,990,000 ordinary £1 shares; and on 22nd July 1992 from 7,000,000 ordinary £1 shares to 20,000,000 ordinary £1 shares by the creation of 13,000,000 ordinary £1 shares; and on 25th March 1994 from 20,000,000 ordinary £1 shares to 50,000,000 ordinary £1 shares by the creation of 30,000,000 ordinary £1 shares; and on 24th December 1998 from 50,000,000 ordinary £1 shares to 250,000,000 ordinary £1 shares by the creation of £200,000,000 ordinary £1 shares. On 20 December 2006 by special resolution the share capital was increased by 150,000,000 ordinary shares to 400,000,000 ordinary shares of £1 each. By ordinary resolution passed on 29 November 2016 the share capital was increased by 30,000,000 ordinary shares to 430,000,000 ordinary shares of £1 each.

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

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
MARK COOK, Post & Mail House Birmingham B4 6BH Solicitor's Articled Clerk	1
CATHERINE WILSON Post & Mail House Birmingham B4 6BH Solicitor's Articled Clerk	1
Total shares taken	2

DATED 11 January 1988

WITNESS to the above Signatures:

Simon Beddow

Post & Mail House
Birmingham
B4 6BH

Solicitor's Articled Clerk

Company Number 02215767

The Companies Act 1985 and 2006

PUBLIC COMPANY LIMITED BY SHARES

Articles of Association

of

VEOLIA ENVIRONMENTAL SERVICES (UK) PLC

(adopted by Resolution passed on 18 October 1988 and altered by Resolutions passed on 24 June 1999 and 26 May 2021)

TABLE A

1. The Regulations contained in Table A as it relates to a public company limited by shares in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 2007, the Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007 ("Table A") and the Companies (Tables A to F) (Amendment) Regulations 2008 shall except where the same are excluded or varied by or inconsistent with these Articles apply to the Company. No regulations (other than those contained in Table A) set out in any statute or statutory instrument concerning companies shall apply as regulations of the Company.

INTERPRETATION

2. In these Articles unless the context otherwise requires:

"these Articles" means these Articles of Association in their present form or as from time to time altered;

"the Board" means the board of Directors of the Company;

"the Companies Acts" means every statute from time to time in force concerning companies insofar as the same applies to the Company;

"Director" means a Director of the Company;

"Member" means a member of the Company;

"Register of Members" means the register of Members of the Company;

"Secretary" means the company secretary of the Company;

every reference in these Articles to any statute or statutory provision shall be construed as if the reference were to such statute or statutory provision as it may have been, or may from time to time be, amended, modified or re-enacted (with or without amendment or modification);

any words or expressions defined in the Companies Acts in force at the time when these Articles or any part thereof are adopted shall bear the same meaning in these Articles or such part (as the case may be); and

where for any purpose an ordinary resolution of the Company is required, a special resolution shall be effective.

UNISSUED SHARE CAPITAL

3. Subject to the provisions of the Companies Acts and these Articles and to any direction to the contrary which may be given by ordinary or other resolution of the Company, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, allot, grant options over or grant any right or rights to subscribe for such shares or any right or rights to convert any security into such shares or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Directors may determine.

CALLS

4. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

TRANSFERS OF SHARES

5. Subject to section 771 of the Companies Act 2006, the Directors may decline to register any transfer of any share, whether or not it is a fully paid share. Regulation 24 of Table A shall not apply.

NOTICES CONVENING GENERAL MEETINGS

6.
 - (a) A notice convening a general meeting shall be required to specify the general nature of business to be transacted only in the case of special business and Regulation 38 in Table A shall be modified accordingly. All business shall be deemed special that is transacted at a general meeting with the exception of declaring a dividend, the consideration of the accounts, balance sheets and reports of the Directors and auditors and the appointment of and the fixing of the remuneration of the auditors.
 - (b) Every notice convening a general meeting shall comply with the provisions of section 325 of the Companies Act 2006 as to giving information to Members with regard to their right to appoint proxies.

NOTICES

7. Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register of Members, or by delivering it to or leaving it at such registered address, addressed as aforesaid, or by giving it using electronic communications to an address (including any number or address used for the purposes of electronic communications) for the time being notified to the Company by the Member concerned, or by any other means provided such other means have been authorised in writing by the Member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Any notice or other document served or delivered in accordance with these Articles shall be deemed duly served or delivered notwithstanding that the Member is then dead or bankrupt or otherwise under legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by first-class post, shall be deemed to have been served or delivered on the day after the day when the same was put in the post, and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document not sent by post but left by the Company at an address (other than an address for

the purposes of electronic communications) shall be deemed to have been served or delivered when it was so left or sent. Any notice or other document sent or supplied by the Company using electronic communications shall be deemed to be received on the day on which it was sent or supplied. Proof that the notice or other document sent by electronic communications was sent or supplied in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or other document was sent or supplied. Any notice or other document served, sent or supplied by the Company by any other means authorised in writing by the Member concerned shall be deemed to have been served, sent or supplied when the company has carried out the action it has been authorised to take for that purpose.

8. Notice of every general meeting shall be given in any manner authorised by or under these Articles to all Members other than such as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, provided that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Regulations 112, 115 and 116 of Table A shall not apply.

PROCEEDINGS AT GENERAL MEETINGS

9. The quorum for a general meeting, at the time when the meeting proceeds to business, shall be one where there is a sole member. If there is more than one member the quorum for a general meeting shall be two members.
10. If a quorum is not present within half an hour from the time appointed for a general meeting, the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor, such adjourned general meeting shall be dissolved. Regulation 41 in Table A shall not apply to the Company.

OFFICIAL SEAL

11. The Company may exercise all the powers conferred by the Companies Acts with regard to having any official seal, and such powers shall be vested in the Directors. Any instrument to which an official seal is affixed shall be signed by such persons, if any, as the Directors may from time to time determine.

BORROWING POWERS

12. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and subject (in the case of any security convertible into shares) to section 80 of the Companies Act 1985 to grant any mortgage, charge or security over its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

CHANGE OF COMPANY NAME

13. Subject to section 79 of the Companies Act 2006 the Directors shall have the power to change the company name by board resolution.

NUMBER OF DIRECTORS

14. Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate directors) shall not be subject to any maximum but shall be not less than two. Regulation 64 of Table A shall apply.

ALTERNATE DIRECTORS

15.

- (a) Each Director shall have the power to appoint any person (whether a Director or not) to be his alternate Director and may at his discretion remove such alternate Director. If such alternate Director is not another Director, such appointment, unless previously approved by the Board, shall have effect only upon and subject to it being so approved.
- (b) Any appointment or removal of an alternate Director shall be effected by notice in writing signed by the appointor and delivered to the Secretary at the registered office of the Company, or tendered at a meeting of the Directors.
- (c) An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Directors or of a committee of the Directors to the same extent as, but in lieu of, his appointor and shall be entitled to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director.
- (d) Every person acting as an alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the provisions of these Articles relating to the Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for his appointor.
- (e) An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent mutatis mutandis as if he were a Director but shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except only such part (if any) of the remuneration otherwise payable to the Director appointing him as such Director may by notice in writing to the Company from time to time direct.
- (f) Every person acting as an alternate Director shall have one vote for every Director for whom he acts as alternate (in addition to his own vote if he is also a Director) but he shall count as only one for the purpose of determining whether a quorum is present.
- (g) The signature of an alternate Director to any resolutions in writing of the Directors or a committee of the Directors shall (unless the notice of his appointment provides to the contrary) be as effective as the signature of his appointor.
- (h) An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director.
- (i) Regulations 65 to 69 (inclusive) of Table A shall not apply to the Company.

APPOINTMENT AND RETIREMENT OF DIRECTORS

- 16. Without prejudice to any other provisions of or incorporated in these Articles governing the appointment and removal of Directors, any Member or Members holding a majority in nominal value of such of the issued share capital for the time being of the Company as carries the right of attending and voting at general meetings of the Company may by memorandum in writing signed by or on behalf of him or them and delivered to the registered office of the Company or tendered at a meeting of the Board, or of the Company in general meeting, at any time and from time to time appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors or remove any Director from office howsoever appointed.
- 17. The Directors and the Company by ordinary resolution shall each have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an

addition to the existing Directors. Any Director so appointed shall (subject to Regulation 81 of Table A and to the provisions of the Companies Acts) hold office until he is removed pursuant to these Articles.

18. Regulations 73 to 80 (inclusive), Regulation 81 (e) and the last sentence of regulation 84 of Table A shall not apply.

DISQUALIFICATION OF DIRECTORS

19. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 of Table A shall be modified accordingly.

DIRECTORS' GRATUITIES AND PENSIONS

20. The Directors on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities, gratuities and superannuation or other allowances and benefits in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director. A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.

PROCEEDINGS OF DIRECTORS

21. Subject to the provisions of these Articles, the Directors may meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Meetings may be held in any part of the world. At any time any Director may, and the Secretary on the requisition of a Director shall, summon a meeting of the Directors. Notice of any meeting of the Directors may be given by e-mail, letter, telephone or facsimile or by such other electronic means as the Directors may determine from time to time. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom provided that notice of any meeting shall be given to any such Director if in the opinion of the Secretary he is, at the time notice is given, in a place where it is possible to give him notice of the meeting and from where it is possible for him to participate in the meeting by telephone or other telecommunications link as referred to in the next following Article. Any Director may waive notice of any meeting but no such waiver may be retroactive. Questions arising at a meeting shall be decided by a majority of votes. In the case of equality of votes the Chairman shall have a second or casting vote. Regulation 88 of Table A shall not apply to the Company.
22. A Director or a member of a Committee of the Directors shall be treated as present at a meeting of the Directors or such Committee notwithstanding that he is not physically present if he is in communication with the meeting by telephone or other telecommunications link so arranged that it is possible for each Director or member of the Committee to hear and be heard by each other person participating in the meeting. The quorum necessary for the transaction of the business of the Directors may be fixed from time to time by the Directors and, unless so fixed at any other number, shall be two. A Director or member of a Committee who is in communication by telephone or other telecommunications link for the purposes of a meeting of the Directors or such Committee shall be counted as part of the quorum for such meeting. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretion for the time being exercisable by the Directors.
- 23.
- (a) The Board may, subject to the quorum and voting requirements set out in this Article, authorise any matter which would otherwise involve a Director breaching his duty under the Companies Acts to avoid conflicts of interest (a "Conflict").
 - (b) A Director seeking authorisation in respect of a Conflict (the "relevant Director") shall declare to the Board the nature and extent of his interest in a Conflict as soon as is

reasonably practicable. The relevant Director shall provide the Board with such details of the relevant matter as are necessary for the Board to decide how to address the Conflict together with such additional information as may be requested by the Board.

- (c) Any Director (including the relevant Director) may propose that the relevant Director be authorised in relation to any matter the subject of a Conflict. Such proposal and any authority given by the Board shall be effected in the same way that any other matter may be proposed to and resolved upon by the Board under the provisions of these Articles save that:
 - (i) the relevant Director and any other Director with a similar interest shall not count towards the quorum nor vote on any resolution giving such authority; and
 - (ii) the relevant Director and any other Director with a similar interest may, if he or they so volunteer or if the other members of the Board so decide, be excluded from any Board meeting while the Conflict is under consideration.
- (d) Where the Board gives authority in relation to a Conflict:
 - (i) the Board may (whether at the time of giving the authority or subsequently) require that the relevant Director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the Board or otherwise) related to the Conflict; and impose upon the relevant Director such other terms for the purpose of dealing with the Conflict as it may determine;
 - (ii) the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Board in relation to the Conflict;
 - (iii) the Board may decide that where the relevant Director obtains (otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
 - (iv) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
 - (v) the Board may revoke or vary such authority at any time but this will not affect anything done by the relevant Director prior to such revocation in accordance with the terms of such authority.

24.

- (a) If a Director is in any way directly or indirectly interested in a proposed transaction or arrangement with the Company or a transaction or arrangement that has been entered into by the Company, he must declare the nature and extent of that interest to the Directors in accordance with the Companies Acts.
- (b) Provided he has declared his interest in accordance with paragraph (a), a Director may:
 - (i) be party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company has a direct or indirect interest;
 - (ii) hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of Director for such period and upon such terms, including as to remuneration, as the Board may decide;

- (iii) act by himself or through a firm with which he is associated in a professional capacity for the Company or any other company in which the Company may be interested (otherwise than as auditor);
 - (iv) be or become a director or other officer of, or employed by or otherwise be interested in any holding company or subsidiary company of the Company (or any subsidiary of any such holding company) or any other company in which the Company may be interested; and
 - (v) be or become a director of any other company in which the Company does not have an interest.
- 25. A Director shall not, by reason of his office or of the fiduciary relationship thereby established, be liable to account to the Company for any remuneration, profit or other benefit realised by reason of his having any type of interest authorised under Article 23 or declared and permitted under Article 24 and no transaction or arrangement shall be liable to be avoided on the grounds of a Director having any type of interest authorised under Article 23 or declared and permitted under Article 24.
- 26.
 - (a) References in Articles 23-25 and in this Article to a conflict of interest include a conflict of interest and duty and a conflict of interests and duties.
 - (b) The Company may by ordinary resolution suspend or relax the provisions of Articles 23-25 to any extent or ratify any transaction or arrangement not properly authorised by reason of a contravention of any of the provisions of Articles 24-26.
 - (c) Regulations 85 and 86 of Table A shall not apply to the Company.
- 27. Subject to the provisions of these Articles and provided such interest shall have been authorised under Article 23 or declared and permitted under Article 24, a Director shall be entitled to vote in respect of any transaction, contract, arrangement or agreement with the Company in which he is in any way, whether directly or indirectly, interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present. For the purpose of this Article, an interest of a person who is, for any purpose of the Companies Acts, connected with a Director shall be treated as an interest of the Director and in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise. Regulations 94 to 98 (inclusive) of Table A shall not apply.

INDEMNITY

- 28. Subject to the provisions of the Companies Acts, every Director, alternate Director, Secretary or other officer of the Company shall be entitled to be indemnified by the company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal that relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgement is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted by the Court. Regulation 118 of Table A shall not apply.