

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

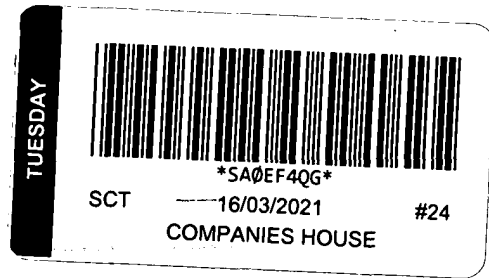
ONESTOP ACCESS (SCOTLAND) LIMITED (the "Company")

Company Number SC410162

(Adopted by Special Resolution passed on 11 March 2021 and signed for identification purposes by Paul Martin, Director)



Director



1. PRELIMINARY

1.1. The Regulations contained in Schedule 1 to the companies (Model Articles) Regulations (SI 2008/3229) (the "Model Articles") as amended shall apply to the Company save in so far as they are excluded or varied by the following Articles.

1.2. Regulations 9(2), 13, 14 and 23 of the Model Articles shall not apply to the Company.

1.3. Where there is a conflict between the Model Articles and these Articles; the terms of these Articles shall prevail.

2. DEFINITIONS

2.1. In this document:-

"Act" means the Companies Act 2006;

"Articles" means the Articles of Association of the Company comprising the Model Articles as amended hereby together with the further regulations set out herein;

- 3.4. A sole director may exercise all powers of, and the full authority conferred on, the directors in terms of these Articles and all references to the Board or directors in these Articles and Model Articles shall be construed accordingly.
- 3.5. Subject to Article 3.6, the quorum for the transaction of business of the Board shall be two directors, including the Founders during the Relevant Period.
- 3.6. Article 3.5 shall not apply in the case of a sole director, when the quorum shall be one.
- 3.7. A director, notwithstanding their office and that in this situation they have or could have a direct or indirect conflict of interest or duty that conflicts, or may conflict with the interests of the Company, may be one or more of:
- 3.7.1. trustee of the Trust; and/or
 - 3.7.2. a beneficiary of the Trust; and/ or
 - 3.7.3. a creditor of the Trust.
- 3.8. A director to whom, Article 3.7 applies shall neither:
- 3.8.1. be required to disclose to the Company any confidential information they obtain in any such capacity or to apply it in performing their duties as a trustee if to do so would result in a breach of a duty or obligation of confidence owed by them; nor
 - 3.8.2. be liable to account to the Company for any remuneration, profit or other benefit they derive directly or indirectly in that capacity and no contract shall be liable to be avoided on the grounds of any such remuneration, profit or benefit.
4. ALTERNATE DIRECTORS
- 4.1. Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors (other than the appointer and alternate directors who are not also directors) and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.
- 4.2. An 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 member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally

to perform all the functions of his appointor as a director in his absence. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.

- 4.3. An alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the company from time to time direct.
- 4.4. An alternate director who is also a director or who acts as an alternate director for more than one director, shall have one vote for every director whom he represents in addition to his own vote if he is also a director. An alternate director, in his capacity as such, is not entitled to vote on a resolution on which his appointor is not entitled to vote.
- 4.5. An alternate director shall cease to be an alternate director if his appointor ceases to be a director; but, if a director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
- 4.6. The appointment of an alternate director shall also automatically determine on the happening of any event which if he were a director would cause him to vacate office.
- 4.7. Any appointment or removal of an alternate director shall be by notice to the company signed by the director making or revoking the appointment and delivered to the office or tendered at a meeting of the directors or in any other manner approved by the directors.
- 4.8. Save as otherwise provided in the Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

5. CONFLICT OF INTEREST

- 5.1. Subject to Articles 3.7, 5.2, 5.5 and 6, if a proposed decision of the Board is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

- 5.2. If Article 5.3 applies, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 5.3. This paragraph applies when:
- 5.3.1. the conflict arises by reason of any factor listed in Article 3.7; or
- 5.3.2. the director's conflict of interest arises from:
- 5.3.2.1. a debt owed or guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company or Trust; or
- 5.3.2.2. arrangements pursuant to which benefits are made available to employees or former employees of the Company or any other Group Company which do not provide special benefits for directors or former directors; or
- 5.3.2.3. any proposed arrangements described in Article 6.
- 5.4. Subject to paragraph 5.5, if a question arises at a meeting of the Board or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting purposes ("Director With Interest"), the question may be decided by the other directors at that meeting, for which purpose the Director With Interest is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 5.5. The Board may authorise, to the fullest extent permitted by law, any matter proposed to them which would otherwise result in a director infringing their duty under section 175 of the Act to avoid a situation in which such director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest.
- 5.6. Authorisation of a matter under Article 5.5 is effective only if:
- 5.6.1. the matter has been submitted to the Board in writing for consideration and approval in accordance with the Board's normal procedures or in such other manner as the Board may approve; and
- 5.6.2. the matter has been agreed to without the director in question voting.

- 5.7. Any authorisation of a matter under Article 5.5 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- 5.8. The Board may authorise a matter on such terms and for such duration, or impose such limits or conditions on it, as the Board may decide and may vary the terms of duration of such an authorisation (including any limits or conditions imposed on such authorisation) or revoke such authorisation. A director shall comply with any obligations imposed on him by the directors pursuant to any such authorisation.
- 5.9. Any terms imposed by the directors under Article 5.8 may include (without limitation):
- 5.9.1. whether the director may vote at a meeting of the directors or any committee or sub-committee of the directors in relation to any resolution relating to the relevant matter; and
- 5.9.2. whether the director is to be given any documents or other information in relation to the relevant matter.
- 5.10. The director shall not be required to disclose any confidential information obtained in relation to the relevant matter (other than through their position as a director of the Company) to the Company or to use to apply it in performing their duties as a director if to do so would result in a breach of a duty or obligation of confidence owed to him in relation to or in connection with that matter.
- 5.11. A director does not infringe any duty they owe to the Company by virtue of sections 171 to 177 of the Act if they act in accordance with such terms, limits and conditions (if any) as the Board may impose in respect of its authorisation of the director's conflict of interest or possible conflict of interest under Article 5.5.
- 5.12. A director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which they (or a person connected with them) derives from any matter authorised by the Board under Article 5.5 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.
- 5.13. A reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.
6. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY:
- 6.1. Subject to Article 5 and sections 177(5), 177(6), 183(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the

Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:-

- 6.1.1. may be party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 6.1.2. shall be entitled to vote at a meeting of the Board, or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested; and
- 6.1.3. may be a director or other officer or employed by or a party to a transaction or arrangement, or otherwise interested in any body corporate, in which the Company is otherwise (directly or indirectly) interested.

7. TRUST

- 7.1. The Company shall recognise and record the holding of shares by the Trust and any other trusts constituted in accordance with the Trust Deed but shall not be bound by, or obliged to recognise, any other interest in any share except for the absolute rights of a holder registered in the register of members.
- 7.2. Where there is a change of trustees of the Trust in accordance with the terms of the Trust Deed, the Board shall register any necessary transfer of shares in the Company's register of members.
- 7.3. During the Relevant Period, the Board shall not, without the unanimous consent of the trustees of the Trust:
 - 7.3.1. register the transfer of any shares in the share capital of the Company (other than in terms of Article 7.2); or
 - 7.3.2. take any steps to wind up the Company.
- 7.4. During the Relevant Period, the Company shall not be permitted to do any of the following without the unanimous written consent of the trustees of the Trust:
 - 7.4.1. vary these Articles;
 - 7.4.2. issue shares in the Company;

7.4.3. make changes to the Trust Deed;

7.4.4. purchase any of its own shares; or

7.4.5. change its accounting reference date.

8. NOTICES

8.1. Any notice to be given to the Company under, or in connection with the matters contemplated by the Articles shall be addressed to the Company and sent to the Company's Registered Office.

8.2. Any notice to be given to a shareholder under, or in connection with the matters contemplated by the Articles shall be addressed to the shareholder at the address registered for them in the register of members of the Company.

8.3. Save as otherwise permitted herein, any notice shall be in writing and shall be given by letter delivered by hand or sent by first class prepaid post (airmail if overseas) and shall be deemed to have been received:

8.3.1. in the case of delivery by hand, when delivered; or

8.3.2. in the case of first class prepaid post, on the second day following the day of posting (if sent airmail from overseas) on the fifth day following the day of posting.