

**The Companies Act 2006**  
**Private Company Limited by Shares**

amended and restated  
**ARTICLES OF ASSOCIATION**  
of  
**RWC PARTNERS LIMITED**  
*incorporated in England and Wales under registered no. 03517613*

(adopted by Special Resolution passed on 5 December 2019)



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## PART A: INTERPRETATION

### 1. PRELIMINARY

- 1.1** In these articles, "**Model Articles**" means the model articles for public companies, as set out in Schedule 3 to the Companies (Model Articles) Regulations (SI 2008/3229), the "**Act**" means the Companies Act 2006, including any statutory modification, replacement or re-enactment thereof from time to time in force, the "**Company**" means the above-named company and the "**Parent**" means the undertaking (if any) which is the holder of the entire issued share capital for the time being of the Company, as carries the right to vote at general meetings of the Company.
- 1.2** The articles contained in the Model Articles shall apply to the Company, save insofar as they are excluded or modified by or inconsistent with the articles hereinafter contained and together such articles shall comprise the articles of association. Save as expressly set out in this Article 1.2, no regulations set out in any statute or statutory instrument concerning companies shall apply as articles of the Company.
- 1.3** A reference herein to "**MA Article 1**" shall be to Article 1 of the Model Articles. References to other articles of the Model Articles shall be made accordingly, save that the numbering of such references shall correspond to the numbering of the relevant provision of the Model Articles. The following Model Articles shall not apply to the Company: MA Articles 9 to 11 inclusive; MA Article 16 to 18(3) inclusive; MA Articles 20 to 22 inclusive; MA Articles 25 to 27 inclusive; MA Article 28; MA Article 36(1)(a); MA Article 39; MA Article 40; MA Article 43(2); MA Article 46(2)(a); MA Article 50; MA Article 52(2)(b); MA Article 63(5); MA Article 64; MA Article 79; MA Article 80; MA Article 81; MA Article 85 and MA Article 86. MA Article 8(2) shall be modified by the inclusion of the words ", if any," after the words "company secretary". MA Article 17(2) shall be modified by the inclusion of the words ", if any," after the words "company secretary". MA Article 19 shall be modified by the inclusion of the words "and with the consent of the Parent" after the words "Subject to the articles". MA Article 32(2) shall be modified by the inclusion of the words "If the Parent consents," prior to the words "The Chairperson of the meeting may permit".

## **PART B: SHARES**

### **2. SHARE CAPITAL**

**2.1** Subject to Article 2.5.2, the share capital of the Company is comprised of two classes of shares, being A Shares of £0.10 and B Shares of £0.10, each class having the rights set out in these Articles.

**2.2** The A Shares shall rank pari passu among themselves in all respects. The B Shares shall rank pari passu among themselves in all respects.

**2.3** The A Shares and B Shares shall rank pari passu in respect of any dividends or distributions declared or paid.

**2.4** In any shareholder vote:

**2.4.1** the A Shares shall be entitled to one vote per A Share; and

**2.4.2** the B Shares shall be entitled from time to time to a number of votes per B Share which is equal to the lower of:

(a) one; and

(b) the higher of (i)  $(X - Y - 1) / Z$  and (ii) the number of votes per B Share that would result in the aggregate number of votes attaching to all of the B Shares being 26 per cent of the aggregate number of votes attaching to all shares,

where

X is the aggregate number of votes attaching to all of the A Shares not held by External Shareholders;

Y is the aggregate number of votes attaching to all of the A Shares held by External Shareholders; and

Z is the aggregate number of the B Shares.

**2.5** The voting rights for B Shares set out in Article 2.4.2 shall not apply, and the B Shares shall be entitled to one vote per B Share:

**2.5.1** on any specific shareholder vote where a majority of the A Shares (voting as a class) and all of the B Shares have resolved in advance that this should be the case (any such resolution shall operate only in respect of the shareholder vote to which it specifically refers, and shall be without prejudice to the voting rights of B Shares on any future shareholder vote); or

**2.5.2** with immediate effect, from and after the point at which the B Shares in issue represent more than seventy-five per cent of the total aggregate number of shares in issue.

**2.6** Subject to the Act and to these Articles, the Company may by ordinary resolution issue Shares with such rights or restrictions as may be determined by such ordinary resolution.

## **PART C: SHARE TRANSFERS**

### **3. ALLOTMENT**

- 3.1** The directors shall not be entitled to exercise any right to issue shares in the Company or to grant rights to subscribe for, or to convert any security into, shares in the Company in accordance with the provisions of section 550 of the Act.

### **4. TRANSFER OF SHARES**

- 4.1** The directors shall register the transfer by the Parent of any share in the Company, but the directors shall not register a transfer in any other circumstances.

### **5. SECURED SHARES**

- 5.1** Notwithstanding anything contained in these Articles:

**5.1.1** any pre-emption rights conferred on existing members by these Articles or otherwise shall not apply to, and

**5.1.2** the directors shall not decline to register, nor suspend registration of,  
any transfer of shares in the Company where such transfer is:

**5.1.3** in favour of any bank or institution (or any nominee or nominees of such bank or institution) to whom such shares are being transferred by way of security, or

**5.1.4** duly executed by any such bank or institution (or any such nominee or nominees) to whom such shares shall (including any further shares in the Company acquired by reason of its holding of such shares) have been transferred as aforesaid, pursuant to the power of sale under such security, or

**5.1.5** duly executed by a receiver appointed by a bank or institution pursuant to any security document which creates any security interest over such shares,

and a certificate by any official of such bank or institution or any such receiver that the shares are or are to be subject to such a security and that the transfer is executed in accordance with the provisions of this Article 5 shall be conclusive evidence of such facts.

- 5.2** Any lien on shares which the Company has shall not apply in respect of any shares in the Company which have been charged by way of security to a bank or financial institution or a subsidiary of a bank or financial institution or which are transferred in accordance with the provisions of this Article 5.

## 6. SCHEME OF ARRANGEMENT

- 6.1 In this Article 6, the "Scheme" means the scheme of arrangement dated 8 November 2019, between the Company and the holders of its Scheme Shares (each as defined in the Scheme) pursuant to Part 26 of the Act in its original form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed by RWC Midco Limited ("**RWC Midco**") and the Company. Save as defined in this Article 6, expressions defined in the Scheme shall have the same meanings in this Article 6.
- 6.2 Notwithstanding any other provision of these Articles, if the Company issues any shares (other than to RWC Midco or its nominee(s)) after the adoption of these Articles and before the Scheme Record Time (as defined in the Scheme), such shares shall be issued subject to the terms of the Scheme and the holders of such shares shall be bound by the Scheme accordingly.
- 6.3 Subject to the Scheme becoming Effective, if any Shares are issued to any person (a "**New Member**") (other than under the Scheme or to RWC Midco or its nominee(s)) on or after the Scheme Record Time (as defined in the Scheme)) (the "**Transfer Shares**"), they will be immediately transferred to RWC Midco (or as it may direct) (the "**Purchaser**") in consideration for and conditional on the payment to the New Member (or the Company in accordance with Article 6.5 below) of such consideration as would have been payable under the Scheme had such Transfer Shares been Scheme Shares.
- 6.4 On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation), the value of the payment per Share to be paid under Article 6.3 shall be adjusted by the Directors in such manner as the auditors of the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this Article 6 to Shares shall, following such adjustment, be construed accordingly.
- 6.5 To give effect to any transfer required by Article 6.3 above, the Company may appoint any person as agent for the New Member to transfer the Transfer Shares to the Purchaser and/or its nominee(s) and do all such other things and execute and deliver all such documents as may in the opinion of the agent be necessary or desirable to vest the Transfer Shares in the Purchaser or its nominee(s) and pending such vesting to exercise all such rights attaching to the Transfer Shares as the Purchaser may direct. If an agent is so appointed, the New Member shall not thereafter (except to the extent that the agent fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Transfer Shares unless so agreed by the Purchaser. The agent shall be empowered to execute and deliver as transferor a form of transfer or instructions of transfer on behalf of the New Member (or any subsequent holder) in favour of the Purchaser and the Company may give a good receipt for the purchase price of the Transfer Shares and may register the Purchaser as holder thereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member for the Transfer Shares. The Purchaser shall send a cheque drawn on a branch of a UK bank in favour of the New Member (or any subsequent holder) for the

purchase price of such Transfer Shares within five Business Days of the time on which the Transfer Shares are issued to the New Member.

- 6.6** Notwithstanding any other provision of these Articles, neither the Company nor the Directors shall register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date.



## **PART D: DECISION-MAKING BY MEMBERS**

### **7. NOTICE OF GENERAL MEETINGS**

- 7.1** In every notice calling a general meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and speak and vote instead of them and that a proxy need not also be a member. Notices and other communications relating to a general meeting which any member is entitled to receive shall not be sent to the directors of the Company in their capacity as such.

### **8. PROCEEDINGS AT GENERAL MEETINGS**

- 8.1** No business shall be transacted at any meeting unless a quorum is present. Two persons present entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum, except at such times as the Company has only one member in which case one person entitled to vote upon the business to be transacted, being the sole member or a proxy for the sole member or a duly authorised representative of a corporation which is the sole member, shall be a quorum.
- 8.2** At such times as the Company has only one member and they take a decision which may be taken by the Company in general meeting and which has effect as if agreed by the Company in general meeting, such member shall (unless their decision is taken by way of written resolution) provide the Company with a written record of that decision.
- 8.3** An instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors must be delivered to the registered office of the Company (or, to the extent permitted by the Act, sent using electronic communications to the Company at the address specified (or deemed to have been specified) by the Company for that purpose so as to be received by the Company):
- 8.3.1** in the case of a general meeting or an adjourned meeting, not less than 48 hours before the time appointed for the holding of the meeting or to the place of the meeting at any time before the time appointed for the holding of the meeting;
  - 8.3.2** in the case of a proxy notice given in relation to a poll taken more than 48 hours after it was demanded, not less than 24 hours before the time appointed for the taking of the poll; and
  - 8.3.3** in the case of a proxy notice given in relation to a poll taken not more than 48 hours after it was demanded, before the end of the meeting at which the poll was demanded.

- 8.3.4** In calculating when a proxy notice is to be delivered, no account is to be taken of any part of a day that is not a working day. A notice revoking the appointment of a proxy must be given in accordance with the Act.

## **PART E: DIRECTORS**

### **9. NUMBER OF DIRECTORS**

- 9.1** Unless otherwise determined by ordinary resolution of the Company, the number of directors (other than alternate directors) shall not be more than nine and not less than one in number.

### **10. ALTERNATE DIRECTORS**

- 10.1** Any director (other than an alternate director) may appoint any other director or any other person approved by the Parent and willing to act to be an alternate director and may remove from office an alternate director so appointed by them. An alternate director may represent one or more directors. An alternate director shall forthwith cease to be an alternate director if their appointor ceases for any reason to be a director.

- 10.2** An alternate director shall be entitled:

**10.2.1** to receive notice of all meetings of directors and of all committees of directors of which their appointor is a member and to attend any such meeting;

**10.2.2** to one vote for every director whom they represent who is not personally present in addition to their own vote (if any) as a director at any meeting of the directors or of any committee of directors; and

**10.2.3** to sign a resolution in writing of the directors on behalf of every director whom they represent as well as on their own account if they are a director.

- 10.3** An alternate director shall not, if they are absent from the United Kingdom, be entitled to receive notices of meetings of directors or of committees of which their appointor is a member. At such meetings an alternate director shall count as only one for the purposes of determining whether a quorum is present.

- 10.4** An alternate director shall be entitled generally to perform all the functions of their appointor as a director in their absence but shall not as an alternate director be entitled to receive any remuneration from the Company, save that they may be paid by the Company that part (if any) of the remuneration otherwise payable to their appointor as their appointor may by notice in writing to the Company from time to time direct.

- 10.5** Any appointment or removal of an alternate director shall be by notice in writing to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors. In the case of a notice of appointment, the notice must 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.

## **11. DELEGATION OF DIRECTORS' POWERS**

- 11.1** The directors may delegate any of their powers to committees consisting of one or more directors or other persons approved by the Parent. References in these articles to a committee of directors or to a director as a member of such a committee shall include a committee or person referred to in this article. MA Article 5(1) shall be modified accordingly.

## **12. APPOINTMENT AND REMOVAL OF DIRECTORS**

- 12.1** The Parent may by notice in writing at any time and from time to time appoint any person who is willing to act as a director of the Company and is permitted by law to do so either to fill a casual vacancy or as an additional director, and/or remove any director from office. Such notice must be signed by or on behalf of the Parent and delivered to the registered office or produced to a meeting of the directors. Such appointment or removal shall take effect forthwith upon delivery or production of the notice or at such later time (if any) specified in such notice.

- 12.2** Without prejudice to the provisions of Article 12.1, any person who is willing to act as a director and is permitted by law to do so may be appointed as a director of the Company either:

**12.2.1** by ordinary resolution of the members; or

**12.2.2** with the consent of the Parent, by a resolution of the directors.

## **13. DISQUALIFICATION OF DIRECTORS**

- 13.1** The office of a director shall be vacated if:

**13.1.1** they cease to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director;

**13.1.2** they become bankrupt or makes any arrangement or composition with their creditors generally in satisfaction of that person's debts;

**13.1.3** a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

**13.1.4** they resign their office by notice to the Company; or

**13.1.5** they shall for more than six consecutive months have been absent without permission of the directors from meetings of the directors held during that period and the directors resolve that their office be vacated.

## **14. PROCEEDINGS OF DIRECTORS**

- 14.1** At the directors' meeting, unless a quorum is participating, no proposal is to be voted on. The quorum for the transaction of the business of the directors may be fixed by the Parent and unless so fixed shall be two, except at such times as the Company has only one director in which case the quorum shall be one director. A person who holds office only as an alternate director shall, if their appointor is not present, be counted in the quorum.
- 14.2** Any director (*including an alternate director*) may participate in a meeting of the directors or a committee of the directors of which they are a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other. A person so participating shall be deemed to be present in person at such meeting and shall be entitled to vote or be counted in a quorum accordingly. Subject to the Act, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that a quorum of Directors is not physically present in the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairperson of the meeting then is.
- 14.3** A resolution in writing signed (in one or more counterparts) by all the directors who would have been entitled to vote on the resolution at a directors' meeting or a meeting of a committee of directors shall be as valid and effectual as if it had been a decision taken at a directors' meeting (or a meeting of a committee of directors, as the case may be) in accordance with the Articles.
- 14.4** If a situation arises or exists in which a director has or could have a direct or indirect interest that conflicts, or may potentially conflict, with the interests of the Company (other than an interest arising in relation to a transaction or arrangement with the Company or in circumstances which cannot reasonably be regarded as likely to give rise to a conflict of interest), without prejudice to the provisions of Articles 14.6 to 14.8, the director concerned, or any other director, may propose to the board that such situation be authorised, such proposal to be made in writing and delivered to the other directors or made orally at a meeting of the board, in each case setting out particulars of the relevant situation. Subject to the Act, the directors may authorise such situation and the continuing performance by the relevant director of their duties as a director of the Company on such terms as they may think fit.
- 14.5** The relevant director shall not be counted in the quorum at the relevant meeting of the directors to authorise such situation nor be entitled to vote on the resolution authorising such situation.
- 14.6** Subject to compliance by them with their duties as a director under Part X of the Act (other than the duty in section 175(1) of the Act which is the subject of this Article 14.6)

a director (including the Chairperson of the Company (if any) and any other non-executive director):

**14.6.1** may be an officer of, employed by, or hold shares or other securities (whether directly or indirectly) in, the Company; or

**14.6.2** may be a director or other officer of, employed by or hold shares or other securities (whether directly or indirectly) in, or otherwise be interested, whether directly or indirectly, in RWC Partners Holdings Limited or any other company which is a subsidiary undertaking of that company,

(in either case a "**Group Company Interest**" and references to "**Group Company**" shall be construed accordingly).

**14.7** Notwithstanding their office or the existence of an actual or potential conflict between any Group Company Interest and the interests of the Company which would fall within the ambit of section 175(1), the relevant director:

**14.7.1** shall be entitled to attend any meeting or part of a meeting of the directors or a committee of the directors at which any matter which may be relevant to the Group Company Interest may be discussed, and to vote on any resolution of the directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant director at the same time as the other directors (save that a director may not vote on any resolution in respect of matters relating to their employment with the Company or other Group Company);

**14.7.2** shall not be obliged to account to the Company for any remuneration or other benefits received by them in consequence of any Group Company Interest; and

**14.7.3** will not be obliged to disclose to the Company or use for the benefit of the Company any confidential information received by them by virtue of their Group Company Interest and otherwise than by virtue of their position as a director, if to do so would breach any duty of confidentiality to any other Group Company or third party.

**14.8** Notwithstanding the provisions of Article 14.6, the Parent may at any time, by notice in writing to the Company, direct that any Group Company Interest or any such other actual or potential conflict of interest as a director may have, be submitted to the Parent for authorisation. If such a direction is made, the authorisation may be given by the consent in writing of the Parent. Upon such consent being given, the provisions of Articles 14.7.1 to 14.7.3 shall apply.

**14.9** No contract entered into shall be liable to be avoided by virtue of:

**14.9.1** any director having an interest of the type referred to in Article 14.4 where the relevant situation has been approved as provided by that Article; or

**14.9.2** any director having a Group Company Interest which falls within Article 14.6 or which is authorised pursuant to Article 14.8.

**14.10** The provisions of Articles 14.4 to 14.9 shall not apply to a direct or indirect conflict of interest of a director which arises in relation to an existing or proposed transaction or arrangement with the Company, but the following provisions of this Article 14.10 and Article 14.11 shall so apply. Any director may be interested in an existing or proposed transaction or arrangement with the Company provided that they comply with the Act.

**14.11** Without prejudice to the obligation of each director to declare an interest in accordance with the Act, a director may vote at a meeting of the board or of a committee of the board on any resolution concerning a matter in which they have an interest, whether direct or indirect, which relates to a transaction or arrangement with the Company, or in relation to which they have a duty. Having so declared any such interest or duty they may have, the director shall be counted in the quorum present when any such resolution is under consideration and if they vote on such resolution their vote shall be counted.

**14.12** The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of calling a general meeting and if there are no such directors remaining then the member(s) may call a general meeting.

## **PART F: ADMINISTRATIVE ARRANGEMENTS**

### **15. CHANGE OF NAME**

- 15.1** The Parent may by memorandum in writing at any time and from time to time direct that the name of the Company be changed. Such a memorandum must be signed by or on behalf of the Parent and must be delivered to the registered office or produced to a meeting of the directors. Forthwith upon receipt of such notice (or otherwise as directed by the Parent), the directors shall, or shall procure, that notice of such proposed change of name shall be given to the Registrar of Companies in accordance with the provisions of section 79 of the Act together with the appropriate fee.

### **16. SECRETARY**

- 16.1** If the Company is required by the Act to have a secretary, or if the Company is not so required but the directors decide that the Company should have a secretary, the secretary shall be appointed by the directors for such term, at such remuneration and upon such other conditions as they may think fit; and any secretary so appointed may be removed by them.

### **17. THE SEAL**

- 17.1** In addition to its powers under section 44 of the Act, the Company may have a seal and the directors shall provide for the safe custody of such seal. The directors shall determine who may sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by at least one authorised person in the presence of a witness who attests this signature. For the purposes of this article, an authorised person is any director of the company, the company secretary (if there is one) or any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

### **18. INDEMNITY AND INSURANCE**

- 18.1** With the written consent of the Parent, the Company may indemnify, out of the assets of the Company, any director of the Company or of any associated company against all losses and liabilities which they may sustain or incur in the execution of the duties of their office or otherwise in relation thereto, including, in respect of any director of either the Company or any associated company, where the Company or such associated company acts as trustee of an occupational pension scheme (as defined in the Act), against liability incurred in connection with the relevant company's activities as trustee of such scheme, provided that this Article 18.1 shall only have effect insofar as its provisions are not void under the Act.
- 18.2** Subject to the Act, with the written consent of the Parent, the Company may provide a director of the Company or of the Parent or of any other holding company of the Company with funds to meet expenditure incurred or to be incurred by them in



defending any civil or criminal proceedings brought or threatened against them, or any investigation carried out or proceedings brought or threatened against them by any regulatory authority, in any case in connection with any alleged negligence, default, breach of duty or breach of trust by them in relation to the Company or in connection with any application under sections 661(3) or (4) or section 1157 of the Act, and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under the Act to enable a director to avoid incurring such expenditure.

**18.3** With the written consent of the Parent, the Company shall be entitled to purchase and maintain insurance for any director of the Company or of any associated company against any liability attaching to any such person in connection with any negligence, default, breach of duty or breach of trust by them in relation to the Company or any such associated company.

**18.4** For the purpose of Articles 18.1 and 18.3 above, a company will be "**associated**" with another if one is a subsidiary of the other or both are subsidiaries of the same body corporate as such terms are defined in the Act.

## **19. NOTICES**

**19.1** Any notice, document or information to be given to or by any person pursuant to these Articles or otherwise by the Company to a member (other than a notice calling a meeting of the directors or a committee thereof) shall be in writing or shall be given in electronic form or, in the case of a notice, document or information sent by the Company to a member, by publication on a website subject to and in accordance with the Act. A notice, document or information given by electronic means to an address specified for the purpose is deemed to have been given 24 hours after it was sent. A notice, document or information given by means of publication on a website is deemed to have been given when: (i) the notice, document or information was first made available on the website; or (ii) if later, when notification that the notice, document or information was available on the website was received or deemed received.

## **20. REGISTERED OFFICE**

**20.1** The Company's registered office is to be situated in England and Wales.