

Company number: 07188353

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

-of-

DATASOURCE EMPLOYMENT HOLDINGS LIMITED
("the Company")

Pursuant to chapter 2 of part 13 of the Companies Act 2006, the resolutions below were passed as Special Resolutions of the Company (as indicated) on 20 January 2018-

SPECIAL RESOLUTIONS

1. That 50,000 of the ordinary B shares of £0.01 each in the capital of the Company held by Stuart James Macleod be redesignated as 50,000 ordinary E shares of £0.01 each to carry the rights and be subject to the restrictions set out in the Articles of Association referred to below;
2. That the directors be generally and unconditionally authorised for the purposes of section 551 of the Companies Act 2006 to exercise all the powers of the company to allot shares in the company or to grant rights to subscribe for or to convert any security into shares in the company, up to a maximum aggregate nominal amount of £10,000, provided that:
 - (i). the authority granted under this resolution shall expire five years after the passing of this resolution; and
 - (ii). the company may, before such expiry under paragraph (i) above of this resolution, make an offer or agreement which would require shares to be allotted or rights to subscribe for or to convert any security into shares to be granted after such expiry and the directors may allot such shares or grant such rights (as the case may be) in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired. This authority shall apply in substitution for all previous authorities conferred on the directors in accordance with section 80 of the Companies Act 1985 or section 551 of the Companies Act 2006 (but without prejudice to the validity of any allotment pursuant to such previous authority).
3. That the articles of association contained in the document attached to this resolution and initialled be approved and adopted as the new articles of association of the company in substitution for and to the entire exclusion of the existing articles of association.

Signed *S. Macleod*
Director/Secretary

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Company Number: 07188353

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF

DATASOURCE EMPLOYMENT HOLDINGS LIMITED

(Adopted by special resolution passed
on 20th January 2018)

Agreed terms

1. INTERPRETATION

- 1.1. In these Articles, the following words have the following meanings:

Act: the Companies Act 2006;

Appointor: has the meaning given in article 9.1;

Articles: the Company's articles of association for the time being in force;

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in are open for business;

Conflict: a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;

Interested Director: has the meaning given in article 7.1;

Model Articles: the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "Model Article" is a reference to that article of the Model Articles;

Shares: the shares of £0.01 each in issue of whatever class consisting of ordinary A shares, ordinary B shares, ordinary C shares, ordinary D shares and ordinary E shares;

Writing or written: the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, save that, for the purposes of article 10, "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (other than by fax).

- 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

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and expressions which have particular meanings in the Act shall have those 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. A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as amended, extended or re-enacted from time to time.
- 1.6. Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.7. Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

2. ADOPTION OF THE MODEL ARTICLES

- 2.1. The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2. Model Articles 6(2), 8, 9(1), 11 to 14 (inclusive), 16, 27 to 29 (inclusive), 44(2), 49 and 50 to 53 (inclusive) shall not apply to the Company.
- 2.3. Model Article 20 shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".
- 2.4. In Model Article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 2.5. Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Model Article 31(d) shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

Directors

3. DIRECTORS' MEETINGS

- 3.1. Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with article 4.
- 3.2. Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 3.3. All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution and resolutions at any meeting of the directors or committee of the directors shall be decided by a majority of votes.

4. UNANIMOUS DECISIONS OF DIRECTORS

- 4.1. A decision of the directors is taken in accordance with this article when all directors indicate to each other by any means that they share a common view on a matter.
- 4.2. Such a decision may take the form of a resolution in writing, where each director has signed one or more copies of it, or to which each director has otherwise indicated agreement in writing.

5. CALLING A DIRECTORS' MEETING

- 5.1. Any director may call a meeting of directors by giving not less than seven Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by all the directors to each director or by authorising the Company secretary (if any) to give such notice.
- 5.2. Notice of any directors' meeting must be accompanied by:
 - 5.2.1. an agenda specifying in reasonable detail the matters to be raised at the meeting; and
 - 5.2.2. copies of any papers to be discussed at the meeting.
- 5.3. Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing.

6. QUORUM FOR DIRECTORS' MEETINGS

- 6.1. Subject to article 7.2.2 (save for where there is only one director), the quorum at any meeting of the directors (including adjourned meetings) shall be two directors.
- 6.2. No business shall be conducted at any meeting of the directors unless a quorum is present at the beginning of the meeting and also when that business is voted on.
- 6.3. If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 7 Business Days at the same time and place.

7. DIRECTORS' INTERESTS

- 7.1. The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not so authorised, involve a director (the **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest.
- 7.2. Any authorisation under this article will be effective only if (save for where there is only one director where a Conflict shall require authorisation by the shareholders):
 - 7.2.1. to the extent permitted by the Act, the matter in question shall have been proposed by any director 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 determine;
 - 7.2.2. any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 7.2.3. 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.
- 7.3. Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):
 - 7.3.1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 7.3.2. 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;
 - 7.3.3. impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 7.3.4. provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and 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 it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

- 7.3.5. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. 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 a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 7.7. Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.
- 7.8. Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 7.7.
- 7.9. Subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 7.3, and provided a director 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:

- 7.9.1. may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;
- 7.9.2. shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
- 7.9.3. may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 7.9.4. may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 7.9.5. shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

8. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the Company to retain a copy of such decisions.

9. ALTERNATE DIRECTORS

- 9.1. Any director (other than an alternate director) (the **Appointor**) may appoint any person (whether or not a director) to be an alternate director to exercise the Appointor's powers, and carry out the Appointor's responsibilities, in relation to the taking of decisions by the directors, in the absence of the Appointor. A person may be appointed an alternate director by more than one director.
- 9.2. Any appointment or removal of an alternate director must be effected by notice in writing to the Company (and to the alternate, on removal) signed by the Appointor, or in any other manner approved by the directors.
- 9.3. The notice must:

- 9.3.1. identify the proposed alternate; and
 - 9.3.2. in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.
- 9.4. An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.
- 9.5. Except as the Articles specify otherwise, alternate directors:
 - 9.5.1. are deemed for all purposes to be directors;
 - 9.5.2. are liable for their own acts and omissions;
 - 9.5.3. are subject to the same restrictions as their Appointors; and
 - 9.5.4. are not deemed to be agents of or for their Appointors,
- and, in particular (without limitation), 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.
- 9.6. A person who is an alternate director but not a director may:
 - 9.6.1. Be counted as participating for the purposes of determining whether a quorum is present at a meeting of directors; and
 - 9.6.2. Participate in a unanimous decision of the directors.
- 9.7. A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors.
- 9.8. An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.
- 9.9. An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:
 - 9.9.1. when the alternate's Appointor revokes the appointment by notice to the Company and the alternate in writing specifying when it is to terminate; or
 - 9.9.2. 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; or

- 9.9.3. when the alternate director's Appointor ceases to be a director for whatever reason.

Shares

10. SHARE CAPITAL

10.1. Share Rights

- 10.1.1. Whilst the Shares in issue shall constitute different classes, the ordinary A shares, ordinary B shares, ordinary C shares, ordinary D shares and ordinary E shares shall rank *pari passu* in all respects (save as varied in this article 10.1) but shall constitute separate classes of shares.
- 10.1.2. Whilst the Shares in issue shall consist of different classes, to vary any rights associated with any class it shall not be necessary to obtain the sanction of a special resolution of the holder of the relevant class of shares.
- 10.1.3. Every ordinary resolution by which a dividend is declared shall direct that such dividend be paid in respect of one or more classes of Shares to the *exclusion of the other classes or in respect of all classes of Shares*.
- 10.1.4. Where a dividend is declared in respect of more than one class of shares the Company may, by ordinary resolution, differentiate between such classes as to the amount or percentage of dividend payable, but in default the shares in each such class shall be deemed to rank *pari passu* in all respects as if they constituted one class of Shares.
- 10.1.5. When paying interim dividends the directors may make payments to one or more classes of Share to the exclusion of the other classes or to all classes of Shares. When making such payments the directors may differentiate between the classes to which payments are being made as to the amount or percentage of dividend payable.

- 10.2. The provisions of sub-sections 561 and 562 of the Act shall not apply to the Company.

Decision making by shareholders

11. VOTING

- 11.1. At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote; on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder; and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder:

- 11.2. Any resolution proposed as a written resolution in relation to any of the matters listed in article 11.1 shall be proposed in a form that provides shareholders with the ability to cast their votes against as well as in favour of such resolution.

12. POLL VOTES

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

13. PROXIES

- 13.1. Article 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 48 hours 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 general meeting (or adjourned meeting) to which they relate".
- 13.2. Article 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" as a new paragraph at the end of that article.

Administrative arrangements

14. MEANS OF COMMUNICATION TO BE USED

- 14.1. Any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- 14.1.1. if delivered by hand, at the time of delivery; or
 - 14.1.2. if sent by fax, at the time of transmission; or
 - 14.1.3. if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, two Business Days after posting; or
 - 14.1.4. if sent by airmail to an address outside the country from which it is sent, five Business Days after posting; or
 - 14.1.5. if sent by reputable international overnight courier to an address outside the country from which it is sent, at the time of delivery; or
 - 14.1.6. if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or

- 14.1.7. 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; and
 - 14.1.8. if deemed receipt under the previous paragraphs of this article 14.1 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.
- 14.2. To prove service, it is sufficient to prove that:
- 14.2.1. if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
 - 14.2.2. if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
 - 14.2.3. if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
 - 14.2.4. if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.
- 14.3. Any notice, document or other information served on, or delivered to, an intended recipient under Articles 10 (as the case may be) may not be served or delivered in electronic form (other than by fax), or by means of a website.
- 14.4. In proving that any notice, document or information was properly addressed, it shall suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the Act.

15. INDEMNITY AND INSURANCE

- 15.1. Subject to article 15.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 15.1.1. each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - 15.1.1.1. in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- 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 affairs; and

15.1.2. 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 15.1.1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

15.2. This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

15.3. 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.

15.4. In this article:

15.4.1. a "relevant officer " means any director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and

15.4.2. 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 or any pension fund of the Company.