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ARTICLES OF ASSOCIATION
of NPH Healthcare (Intermediate) Limited
Private company limited by shares
Incorporated in England and Wales
on 7 January 2015 under the Companies Act 2006
Adopted under the Companies Act 2006 by
special resolution on 30 September 2022



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Company number: 09377789

The Companies Act 2006
Private company limited by shares
Articles of association
of

NPH Healthcare (Intermediate) Limited (Company)

(Adopted by special resolution passed on ³⁰ September 2022)

INTERPRETATION AND LIMITATION OF LIABILITY

1. Definitions and interpretation

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

Articles	the Company's articles of association for the time being in force and references to an Article are to the relevant article of the Articles.
Business Day	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business.
CA 2006	the Companies Act 2006.
Conflict	as defined in Article 9.1.
Eligible Director	a director entitled to vote on a matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of that matter).
Equity Securities	as defined in section 560(1) CA 2006.
Group	the Company and every subsidiary and holding company of the Company and every subsidiary and holding company of such subsidiary and holding company.
Group Company	any company which is a member of the Group.
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.
Parent Company	any person or company (wherever incorporated) that, at the relevant time, is registered as holder of, or beneficially owns, not less than 75% in nominal value of the share capital of the Company.

Qualifying Person	as defined in section 318 CA 2006.
Relevant Loss	any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or any associated company.
Relevant Officer	any director or other officer or former director or other officer of the Company or an associated company).
Relevant Rate	a rate of interest which does not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under part 2 of the Bank of England Act 1998 and which: 1. is specified by the terms on which a share, in respect of which a Call is due, was allotted; or 2. is specified in a Call Notice requiring payment of the Call, or has otherwise been determined by the directors.
Shares	shares in the Company.
Shareholder	a person whose name is entered in the register of members of the Company as the holder of a Share.
Transmittee	a person or persons entitled to a share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law.

- 1.2 Except as otherwise provided in these Articles, words and expressions defined in the Model Articles have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in CA 2006 have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and do not affect the construction or interpretation of these Articles.
- 1.4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 1.4.1 any subordinate legislation from time to time made under it; and
 - 1.4.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

- 1.5 A reference to Clear Days in respect of any specified notice period excludes the date on which the notice is given and the date on which the specified period expires.
- 1.6 Any phrase introduced by the terms **including, include, in particular** or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.
- 1.7 Companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate.
- 1.8 The Model Articles apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.9 Articles 7, 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17, 44(2) and (3), 45(1), 52 and 53 of the Model Articles do not apply to the Company.
- 1.10 Article 5 of the Model Articles is amended by the addition of new paragraph 5(4): "The power to delegate under this article includes a power to delegate the determination of any fee, remuneration or other benefit which may be paid or provided to any director."
- 1.11 Article 20 of the Model Articles is amended by the insertion of the words "(including alternate directors)" before the words "properly incur".
- 1.12 Article 26(1) of the Model Articles is amended by inserting the words "and, unless the share is fully paid, the transferee" after the word "transferor".
- 1.13 Article 29 of the Model Articles is amended by the insertion of the words "or the name of any person named as the transferee in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".

2. Liability of Shareholders

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

DIRECTORS

3. Directors to take decisions collectively

- 3.1 The general rule about decision making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 4.
- 3.2 If the Company only has one director for the time being and no provision of these Articles requires it to have more than one director, the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of these Articles relating to directors' decision making including any Article setting a quorum requirement at more than one.

4. Unanimous decisions

- 4.1 A decision of the directors is taken in accordance with Article 4 when all Eligible 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 Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 4.3 A decision may not be taken in accordance with Article 4 if the Eligible Directors would not have formed a quorum at a directors' meeting.

5. Calling a directors' meeting

- 5.1 Any director may call a directors' meeting by giving reasonable notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 5.2 Notice of a directors' meeting must be given to each director, but need not be in writing.

6. Quorum for directors' meetings

- 6.1 Subject to Article 6.2, the quorum for the transaction of business at a meeting of directors is any two Eligible Directors, except where there is only one Director in which event the quorum for the transaction of business at a Directors' meeting will be one Director.
- 6.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 9 to authorise a director's Conflict, if there is only one Eligible Director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) will be one Eligible Director.
- 6.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision except for the purposes of:
 - 6.3.1 appointing further directors; or
 - 6.3.2 calling a general meeting so as to enable the Shareholders to appoint further directors.

7. Casting vote

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

8. Transactions or other arrangements with the Company

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) CA 2006 and declaring the nature and extent of his interest in accordance with the requirements of section 177 or 182 CA 2006 (as the case may be), a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 8.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise directly or indirectly interested;
- 8.2 is an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
- 8.3 may vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- 8.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm will be entitled to remuneration for professional services as if he were not a director;
- 8.5 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
- 8.6 will not be accountable to the Company (except as he may otherwise agree) for any benefit which he, or a person connected with him (as defined in section 252

CA 2006), 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 will be liable to be avoided on the grounds of any such interest or benefit nor will the receipt of any such remuneration or other benefit constitute a breach of the director's duty under section 176 CA 2006.

9. Directors' conflicts of interest

- 9.1 The directors may, as provided in this Article 9, authorise any matter or situation proposed to them by any director which would or might, if not authorised, involve a director breaching his duty under section 175 CA 2006 to avoid conflicts of interest (**Conflict**).
- 9.2 Any authorisation of a Conflict will be effective only if:
 - 9.2.1 the matter in question is proposed by any director for consideration at a meeting of directors 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;
 - 9.2.2 any requirement as to quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and
 - 9.2.3 the matter is agreed to without the director in question voting or would have been agreed to if his vote had not been counted.
- 9.3 Any authorisation of a Conflict may (whether at the time of giving the authorisation or subsequently):
 - 9.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
 - 9.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and
 - 9.3.3 be terminated or varied by the directors at any time.
- 9.4 Anything done by the director in question in accordance with the terms of the authorisation will not be affected by its subsequent termination or variation.
- 9.5 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation, if it would amount to a breach of that confidence, to:
 - 9.5.1 disclose such information to the directors or to any director or other officer or employee of the Company; or
 - 9.5.2 use or apply any such information in performing his duties as a director of the Company.
- 9.6 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director in question:
 - 9.6.1 is excluded from discussions (whether at meetings of directors or otherwise) relating to the Conflict;

- 9.6.2 is not given any documents or other information relating to the Conflict; and
- 9.6.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.
- 9.7 Where the directors authorise a Conflict, the director in question:
 - 9.7.1 will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and
 - 9.7.2 will not infringe any of the duties he owes to the Company by virtue of sections 171 to 177 CA 2006 if he acts in accordance with any terms, limits and conditions as the directors impose in respect of its authorisation.
- 9.8 A director shall not infringe his duty to avoid a Conflict if the matter or situation which would otherwise result in that director infringing that duty arises out of or results from that director:
 - 9.8.1 being a director, alternate director, officer, employee, consultant or member of any other Group Company; or
 - 9.8.2 being (directly or indirectly) involved with or interested in, any other Group Company,for the reason that any such matter or situation is authorised by this Article 9.8 and no further authorisation is required in respect of such matter or situation. In addition, any such director:
 - 9.8.3 will not be in breach of any other duties he owes to the Company, including the duty to exercise independent judgement, as a result of him being involved in other Group Companies in the manner referred to in this Article 9.8;
 - 9.8.4 will not be accountable to the Company for any benefit which he derives from such matter or situation; and
 - 9.8.5 will not be required to disclose or use for the benefit of the Company, any confidential information relating to such matter or situation if such disclosure or use would constitute a breach of confidence.

10. Records of decisions to be kept

Where decisions of the directors are taken by electronic means, they must be recorded by the directors in permanent form, so that they may be read with the naked eye.

11. Appointment and removal of directors

- 11.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by ordinary resolution.
- 11.2 The Parent Company may at any time and from time to time by notice in writing to the Company appoint any person to be a director or the company secretary of the Company or remove from office any director or the company secretary, whether or not appointed by the Parent Company. In the case of an executive director or an executive secretary, his removal from office is deemed an act of the Company and has effect without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- 11.3 Without prejudice to Article 11.2, the directors may at any time and from time to time appoint any person as an additional director.

12. Appointment and removal of alternate directors

- 12.1 Any director may, in relation to the taking of decisions by the directors in the absence of that director, appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
 - 12.1.1 exercise that director's powers; and
 - 12.1.2 carry out that director's responsibilities.
- 12.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
- 12.3 The notice must:
 - 12.3.1 identify the proposed alternate; and
 - 12.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

13. Rights and responsibilities of alternate directors

- 13.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 13.2 Except as the Articles specify otherwise, alternate directors:
 - 13.2.1 are entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which their respective appointor is a member;
 - 13.2.2 are deemed for all purposes to be directors;
 - 13.2.3 are liable for their own acts and omissions;
 - 13.2.4 are subject to the same restrictions as their appointors; and
 - 13.2.5 are not deemed to be agents of or for their appointors.
- 13.3 A person who is an alternate director but not a director:
 - 13.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
 - 13.3.2 may participate in a unanimous decision of the directors (but only if his appointor is an Eligible Director in relation to that decision and does not participate); and
 - 13.3.3 will not be counted as more than one director for the purposes of Articles 13.3.1 and 13.3.2.
- 13.4 A director who is also an alternate director is entitled (in the absence of his appointor) to a separate vote on behalf of his appointor in addition to his own vote on any decision of the directors if his appointor is an Eligible Director in relation to that decision, but will not count as more than one director for the purposes of determining whether a quorum is present.
- 13.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except for any such part of his appointor's remuneration as the appointor may direct by notice in writing to the Company.

14. Termination of alternate directorship

An appointment as an alternate director terminates:

- 14.1 when the alternate director's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 14.2 on the occurrence, in relation to the alternate director, of any event which, if it occurred in relation to his appointor, would result in the termination of the appointor's appointment as a director;
- 14.3 on the death of the alternate director's appointor; or
- 14.4 when the alternate director's appointor's appointment as a director terminates.

15. Company secretary

The Parent Company or the directors may appoint any person who is willing to act as the company secretary for such term, at such remuneration and upon such conditions as it may think fit and from time to time remove such person and, if the Parent Company or the directors so decide, appoint a replacement.

ALLOTMENT OF SHARES, PRE-EMPTION RIGHTS AND FINANCING PURCHASE OF OWN SHARES

16. Further issues of Shares: authority

- 16.1 Except as authorised from time to time by an ordinary resolution of the Shareholders or by a written resolution in accordance with section 282(2) CA 2006, and subject to Article 16.2, the directors must not exercise any power of the Company to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares.
- 16.2 The directors must not without the prior written consent of the Parent Company exercise any power of the Company to allot Shares or to grant rights to subscribe for, or convert any security into, any Shares.

17. Further issues of Shares: pre-emption rights

- 17.1 Sections 561 and 562 CA 2006 do not apply to an allotment of Equity Securities made by the Company.
- 17.2 Unless otherwise agreed by special resolution, or by written resolution passed in accordance with section 283(2) CA 2006, the Company must not allot any Equity Securities to any person unless it has first offered them to all Shareholders on the date of the offer, on the same terms and at the same price as those Equity Securities are proposed to be offered to other persons, equally and in proportion to the number of Shares held by those holders (as nearly as possible without involving fractions). The offer:
 - 17.2.1 must be in writing and remain open for acceptance for a period of 15 Business Days from the date of the offer and must give details of the number and subscription price of the relevant Equity Securities; and
 - 17.2.2 may stipulate that any Shareholder who wishes to subscribe for a number of Equity Securities in excess of the proportion to which he is entitled must, in his acceptance, state the number of excess Equity Securities for which he wishes to subscribe.
- 17.3 Any Equity Securities not accepted by Shareholders pursuant to the offer made to them in accordance with Article 17.2 will be used for satisfying any requests for excess Equity Securities made pursuant to Article 17.2. If there are insufficient excess Equity Securities to satisfy such requests, they will be allotted to the

applicants in proportion to the number of Shares held by the applicants immediately before the offer was made to the Shareholders (as nearly as possible without involving fractions or increasing the number of excess Equity Securities allotted to any Shareholder beyond that applied for by him). After that allotment, any excess Equity Securities remaining will be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the Shareholders.

- 17.4 Subject to Article 16 and to Articles 17.2 and 17.3 and to section 551 CA 2006, any Equity Securities will be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at such times and, generally, on the terms and conditions they think proper.

18. Financing purchase of own Shares

The Company may purchase its own Shares with cash in accordance with section 692(1ZA) CA 2006.

19. Transfer of Shares

- 19.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of:
- 19.1.1 the transferor; and
 - 19.1.2 (if any of the shares is not fully paid) the transferee.
- 19.2 The directors shall register a transfer made in accordance with the provisions of these articles. The directors shall refuse to register any transfer unless such transfer has been made in accordance with the provisions of these articles.
- 19.3 Notwithstanding anything to the contrary contained in these articles, the directors shall not decline to register the transfer of a share (whether or not it is a fully paid share):
- 19.3.1 to any bank or financial institution or other person in whose favour any such share is charged or mortgaged by a Shareholder by way of security (a **Secured Party**) or that Secured Party's nominee; or
 - 19.3.2 delivered to the Company for registration by a Secured Party or its nominee in order to perfect its security over any such share; or
 - 19.3.3 executed by a Secured Party or its nominee pursuant to a power of sale or other powers conferred by or pursuant to such security or by law;
- and may not suspend the registration of any such transfer and no Shareholder shall have any right under these articles to require any such share to be transferred to that Shareholder, whether for any valuable consideration or otherwise.

PARTLY PAID SHARES: CALLS ON SHARES, LIEN AND FORFEITURE

20. Surrender of Shares

- 20.1 A Shareholder may surrender any Share:
- 20.1.1 in respect of which the directors may issue a notice of intended forfeiture;
 - 20.1.2 which the directors may forfeit; or
 - 20.1.3 which has been forfeited.
- 20.2 The directors may accept the surrender of any such Share.

- 20.3 The effect of surrender on a Share is the same as the effect of forfeiture on it.
- 20.4 A Share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

21. Deduction from dividends

The directors may deduct from any dividend payable on or in respect of a Share all sums of money presently payable by the Shareholder to the Company on any account whatsoever.

DECISION MAKING BY SHAREHOLDERS

22. Quorum

A duly authorised representative of the Parent Company appointed by a resolution of the board of the Parent Company is a quorum at any general meeting of the Company provided that proper notice of the meeting has been given.

ADMINISTRATIVE ARRANGEMENTS

23. Means of communication to be used

- 23.1 Any notice, document or other information will be deemed served on or delivered to the intended recipient:
 - 23.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted, or five Business Days after posting either to a postal address outside the United Kingdom or from outside the United Kingdom to a postal address within the United Kingdom, if (in each case) sent by reputable international courier addressed to the intended recipient;
 - 23.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 23.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; or
 - 23.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 23.2 For the purposes of calculating any period referred to in Article 23 there will be disregarded any part of a day which is not a Business Day.
- 23.3 In proving that any notice, document or other information was properly addressed, it will be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by CA 2006.

24. Company name

Without prejudice to the ability of Shareholders to change the Company's name by special resolution, the directors may change the Company's name by a decision taken in accordance with these Articles, and must do so if directed in writing by the Parent Company.

25. Indemnity

- 25.1 Subject to Article 25.3, but without prejudice to any indemnity to which a director is otherwise entitled, each director may be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities (including any liability incurred 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 relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs) incurred by him as a director in the actual or purported execution or discharge of his duties, or in relation to them.

25.2 The Company may provide any Relevant Officer with funds to meet his defence expenditure in respect of any civil or criminal proceedings or regulatory investigation or other regulatory action or in connection with any application for any category of relief permitted by the CA 2006 and may do anything to enable him to avoid incurring any such expenditure.

25.3 Article 25 does not authorise any indemnity which would be prohibited or rendered void by any provision of CA 2006 or by any other provision of law.

26. Insurance

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.