

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company Number **11539755**

The Registrar of Companies for England and Wales, hereby certifies that

PERDIX INTERNATIONAL LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **28th August 2018**



* N11539755N *



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **28/08/2018**

X7D9HMA1

Company Name in full: **PERDIX INTERNATIONAL LIMITED**

Company Type: **Private company limited by shares**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **C/O TEAM RUBICON UK CHILMARK
SALISBURY
WILTSHIRE
UNITED KINGDOM SP3 5DU**

Sic Codes: **82990**

I wish to partially adopt the following model articles:>

Private (Ltd by Shares)

Company Director 1

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type: **Person**

Full Forename(s): **MR RICHARD**

Surname: **SHARP**

Service Address: **C/O TEAM RUBICON UK CHILMARK
SALISBURY
WILTSHIRE
UNITED KINGDOM SP3 5DU**

*Country/State Usually
Resident:* **UNITED KINGDOM**

Date of Birth: ****/02/1983** *Nationality:* **BRITISH**

Occupation: **CHARITY CEO**

The subscribers confirm that the person named has consented to act as a director.

Statement of Capital (Share Capital)

<i>Class of Shares:</i>	ORDINARY	<i>Number allotted</i>	2
<i>Currency:</i>	GBP	<i>Aggregate nominal value:</i>	2
<i>Prescribed particulars</i>			

THE SHARES HAVE ATTACHED TO THEM FULL VOTING, DIVIDEND AND CAPITAL DISTRIBUTION (INCLUDING ON WINDING UP) RIGHTS; THEY DO NOT CONFER ANY RIGHTS OF REDEMPTION.

Statement of Capital (Totals)

<i>Currency:</i>	GBP	<i>Total number of shares:</i>	2
		<i>Total aggregate nominal value:</i>	2
		<i>Total aggregate unpaid:</i>	0

Initial Shareholdings

Name: **TEAM RUBICON UK**

Address **CHILMARK
SALISBURY
WILTSHIRE
UNITED KINGDOM
SP3 5DU**

Class of Shares: **ORDINARY**

Number of shares: **2**

Currency: **GBP**

*Nominal value of each
share:* **1**

Amount unpaid: **0**

Amount paid: **1**

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Relevant Legal Entity (RLE) details

Company Name: **TEAM RUBICON UK**

Service Address: **CHILMARK
SALISBURY
WILTSHIRE
UNITED KINGDOM
SP3 5DU**

Legal Form: **CORPORATE**

Governing Law: **ENGLAND AND WALES**

Register Location: **COMPANIES HOUSE**

Country/State: **ENGLAND AND WALES**

Registration Number: **09644561**

<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the shares in the company.
<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.
<i>Nature of control</i>	The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name: **TEAM RUBICON UK**
Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

Registered Number:

COMPANY HAVING A SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION
OF
PERDIX INTERNATIONAL LIMITED**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share each.

Name of each subscriber

Authentication by each subscriber

Team Rubicon UK

Dated this 28TH day of August 2018

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

PERDIX INTERNATIONAL LIMITED (the "Company")

INTRODUCTION

1 Interpretation

1.1 The following definitions and rules of interpretation shall apply in these Articles:

1.1.1 **"Act"** means the Companies Act 2006.

1.1.2 **"Articles"** means the Company's articles of association for the time being in force.

1.1.3 **"Authorisation Notice"** has the meaning set out in Article 6.2.2.

1.1.4 **"Business Day"** means a day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

1.1.5 **"Charity"** means Team Rubicon UK, a company limited by guarantee incorporated in England and Wales with registration number 09644561.

1.1.6 **"Conflict"** means 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.

1.1.7 **"Eligible Director"** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter).

1.1.8 **"Group"** means the Charity, the Company and any other subsidiary from time to time of the Charity.

1.1.9 **"Interested Director"** has the meaning given to it in Article 6.1.

1.1.10 **"Model Articles"** means 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.

1.1.11 **"subsidiary"** means a subsidiary as defined in section 1159 of the Act.

1.2 Unless expressly provided otherwise 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 and expressions which have particular meanings in the Act shall have the same 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 a numbered Article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise in these Articles, 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:
 - 1.5.1 any subordinate legislation made under it, whether before or after the date of adoption of these Articles; and
 - 1.5.2 any amendment or re-enactment, whether before or after the date of adoption of these Articles and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

This Article 1.5 shall not apply to the definition of Model Articles in Article 1.1.

- 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, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.8 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.9 Model Articles 8(3), 11(2) and (3), 14(1), (2), (3) and (4), 38, 52 and 53 shall not apply to the Company.
- 1.10 Model Article 7 shall be amended by:
 - 1.10.1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
 - 1.10.2 the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.11 In Model Article 8(2), the words "copies of which have been signed by each eligible director" shall be deleted and replaced with the words "of which each Eligible Director has signed one or more copies".
- 1.12 Model Article 20 shall be amended by the insertion of the words "and the company secretary (if any)" before the words "properly incur".

DIRECTORS

2 Directors' general authority

Any or all powers of the directors (or any of them) shall be restricted in such respects, to such extent and for such duration as the Charity may from time to time by notice in writing to the Company prescribe.

3 Quorum for directors' meetings

- 3.1 Subject to article 3.2, the quorum for the transaction of business at a meeting of directors is any two Eligible Directors or, where there is only one director in office for the time being, that director.
- 3.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 6 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (as defined in article 6.1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

4 Casting vote

If the numbers of votes for and against a proposal at a meeting of directors are equal the chairman of the meeting shall have a casting vote.

5 Transactions or other arrangements with the Company

5.1 Subject to section 177(5) and (6) and section 182(5) and (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:

5.1.1 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;

5.1.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;

5.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;

5.1.4 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;

5.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, anybody corporate in which the Company is otherwise (directly or indirectly) interested; and

5.1.6 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 transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such 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.

5.2 The provisions of article 5.1.1 to article 5.1.6 (inclusive) are subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 6.3.

6 Directors' conflicts of interest

6.1 The Charity or the directors may, in accordance with the requirements set out in this article 6, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest.

6.2 Any authorisation under this article 6 will be effective only if:

6.2.1 the Interested Director gives the Charity notice of the Conflict not less than 10 Business Days before the meeting of directors where the Conflict is to be discussed;

6.2.2 prior to the relevant meeting of directors the Charity will give the Interested Director written notice of their decision (the "**Authorisation Notice**") as to whether it authorises the Conflict. If no Authorisation Notice is given to the Interested Director by the Charity in accordance with this article 6.2.2, the directors may give authorisation pursuant to articles 6.2.3, 6.2.5 and 6.2.6;

6.2.3 the Conflict 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;

- 6.2.4 the Interested Director shall present the Authorisation Notice at the meeting of directors as proof as to his authorisation by the Charity;
 - 6.2.5 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 6.2.6 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.
- 6.3 Any authorisation of a Conflict under this article 6 may (whether at the time of giving the authorisation or subsequently) impose on the Interested Director such conditions or limitations, or be granted subject to such terms, as the Charity or directors may think fit for the purposes of dealing with the Conflict and the Interested Director will be obliged to conduct himself in accordance with any such terms and conditions.
- 6.4 The Charity and the directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, before such revocation or variation, in accordance with the terms of such authorisation.
- 6.5 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, any member of the Group and no further authorisation under article 6.1 shall be necessary in respect of any such interest and shall be an Eligible Director for the purposes of voting on any matter in relation to which any such office or interest would, but for the provisions of this article 6.5, constitute him as being an Interested Director.
- 6.6 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 that he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles, by the Company or by these Articles (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

7 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 directors to retain a copy of such decisions.

8 Number of directors

Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall not be less than one. A sole director shall have all the powers, duties and discretions conferred on or vested in the directors by these Articles.

9 Appointment and removal of directors

- 9.1 The Charity may at any time and from time to time by notice in writing to the Company appoint one or more persons to be a director or directors of the Company and to remove any director or directors from office (whether or not appointed pursuant to this article 9).
- 9.2 Model Article 18 shall be amended by the inclusion of the words "notification of the director's removal is received by the Company from the Charity pursuant to article 9.1" as a new paragraph (g) at the end of that Model Article.
- 9.3 Any removal of a director pursuant to article 9.1 shall be without prejudice to any claim for breach of contract under any employment agreement between the Company and the director so removed.

10 Secretary

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

SHARES AND SHAREHOLDERS

11 Issue of new shares

The directors shall not exercise any power of the Company to allot shares or other securities in, or to grant rights to subscribe for, or convert into, shares or other securities of, the Company without the prior written consent of the Charity. Without limitation, the powers of the directors under section 550 of the Act are limited accordingly.

12 Quorum for general meetings

12.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

12.2 One qualifying person (as defined in section 318 of the Act) present at the meeting shall be a quorum.

13 Proxies

13.1 Model Article 45(1)(d) 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 the general meeting (or adjourned meeting) to which they relate".

13.2 Model Article 45(1) 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 Model Article.

ADMINISTRATIVE ARRANGEMENTS

14 Means of communication to be used

14.1 Subject to article 14.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

14.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; 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, at 9.00 am on the second Business Day after posting; or

14.1.4 if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; and

14.1.5 if deemed receipt under the previous paragraphs of this article 14.1 would occur outside 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 deemed receipt), at 9.00 am on the day 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 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 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.

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 shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them. Including any liability incurred by him in defending any civil or criminal proceedings, or regulatory investigation or action, in which judgment is given in his favour or in which he is acquitted or the proceedings are, or the investigation or action is, 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 (or any associated 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, investigation, action or application referred to in article 15.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

15.2 This article 15 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.

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:

15.4.1 **associated company** means any member of the Group and **associated companies** shall be construed accordingly;

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, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

15.4.3 a **relevant officer** means any director or other officer of the Company or an associated company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).