

Company No. 13834711

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ARTICLES OF ASSOCIATION OF SWIFT UK HOLDINGS LIMITED

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A private company limited by shares

Incorporated on 7 January 2022

Adopted by special resolution passed on ..... 6 March **2024**

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

SWIFT UK HOLDINGS LIMITED (the Company)

(Adopted by special resolution passed on 6 March 2024)

INTRODUCTION

1. PRELIMINARY

The model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 in force on the date of adoption of these Articles (Model Articles) apply to the Company except in so far as they are excluded or varied by these Articles.

2. DEFINITIONS AND INTERPRETATION

2.1 The following definitions apply in these Articles:

appointor	has the meaning given in article 12.1;
Articles	the Company's articles of association for the time being in force;
Business Day	any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business;
CA 2006	the Companies Act 2006;
Conflict	has the meaning given in article 8.1;
eligible director	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);

Interested Director has the meaning given in article 8.1; and

Shareholder Majority those shareholder(s) for the time being holding not less than 60% per cent by nominal value of all shares held by shareholders.

- 2.2 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 and expressions which have particular meanings in CA 2006 shall have the same meanings in these Articles.
- 2.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 2.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 2.5 Unless expressly provided otherwise, a reference to any statute or statutory provision is a reference to it as modified, replaced, extended, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision.
- 2.6 The terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense or application of any words preceding those terms.
- 2.7 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 52 and 53 of the Model Articles shall not apply to the Company.
- 2.8 Article 7 of the Model Articles shall be amended by:
  - 2.8.1 the insertion of the words for the time being at the end of article 7(2)(a); and
  - 2.8.2 the insertion in article 7(2) of the words (for so long as they remain the sole director) after the words and the director may.
- 2.9 Article 20 of the Model Articles shall be amended by the insertion of the words (including alternate directors) and the secretary before the words properly incur.
- 2.10 Article 27(3) of the Model Articles shall be amended by the insertion of the words, subject to article 11.3, after the word But.

- 2.11 Article 29 of the Model Articles shall be amended by the insertion of the words, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2), after the words the transmittee's name.
- 2.12 Articles 31(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words either and or as the directors may otherwise decide. Article 31(d) of the Model Articles shall be amended by the deletion of the words either and or by such other means as the directors decide.
- 2.13 A reference to a subsidiary means a subsidiary as defined in section 1159 CA 2006.

## DIRECTORS

### 3. UNANIMOUS DECISIONS

- 3.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 3.2 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.
- 3.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

### 4. **CALLING A DIRECTORS' MEETING**

Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

### 5. **QUORUM FOR DIRECTORS' MEETINGS**

- 5.1 Subject to article 5.2, the quorum for the transaction of business at a meeting of directors is any two eligible directors.
- 5.2 For the purposes of any meeting (or part of a meeting) of the directors held pursuant to article 8 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) shall be one eligible director.
- 5.3 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 other than a decision:
  - 5.3.1 to appoint further directors; or

- 5.3.2 to call a general meeting so as to enable the shareholders to appoint further directors.

## 6. CASTING VOTE

- 6.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chair or other director chairing the meeting has a casting vote.
- 6.2 Article 6.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chair or other director is not an eligible director for the purposes of that meeting (or part of a meeting).

## 7. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to these Articles and CA 2006, and provided a director has declared to the other directors the nature and extent of any interest, a director:

- 7.1.1 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;
- 7.1.2 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 the director is interested;
- 7.1.3 shall be entitled to form part of the quorum and 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 the director is interested;
- 7.1.4 may act alone or via a firm in a professional capacity for the Company (otherwise than as auditor) and the director or firm shall be entitled to remuneration for professional services as if that director were not a director;
- 7.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 7.1.6 shall not, save as the director may otherwise agree, be accountable to the Company for any benefit which director (or a person connected with the director (as defined in section 252 CA 2006)) 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 duty under section 176 CA 2006.

**8. DIRECTORS' CONFLICTS OF INTEREST**

8.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an Interested Director) breaching the duty under section 175 CA 2006 to avoid conflicts of interest (Conflict).

8.2 Any authorisation under this article will be effective only if:

8.2.1 the matter in question shall have been 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;

8.2.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the Interested Director or any other interested director; and

8.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted.

8.3 Any authorisation of a Conflict under this article 8 may (whether at the time of giving the authorisation or subsequently):

8.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

8.3.2 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;

8.3.3 provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;

8.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

8.3.5 provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a director of the Company) information that is confidential to a

third party, they 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

8.3.6 permit the Interested Director to be absent 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.

8.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct themselves in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

8.5 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.

8.6 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 the director derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (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.

## 9. 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 permanent form, so that they may be read with the naked eye.

## 10. NUMBER OF DIRECTORS

The number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.

## 11. APPOINTMENT OF DIRECTORS

11.1 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against them (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.



12. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

12.1 Any director (appointor) may 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,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

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 deemed for all purposes to be directors;

13.2.2 are liable for their own acts and omissions;

13.2.3 are subject to the same restrictions as their appointors; and

13.2.4 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 the alternate's appointor is a member.

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 their appointor is not participating);

13.3.2 may participate in a unanimous decision of the directors (but only if their appointor is an eligible director in relation to that decision, but does not participate);

and no alternate may be counted as more than one director for such purposes.

13.4 A director who is also an alternate director is entitled, in the absence of their appointor, to a separate vote on behalf of their appointor, in addition to their own vote on any decision of the directors (provided that their appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

13.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as their appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

#### 14. TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates:

14.1.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

14.1.2 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;

14.1.3 on the death of the alternate's appointor; or

14.1.4 when the alternate's appointor's appointment as a director terminates.

#### 15. SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

#### SHARES

#### 16. CHANGE OF CONTROL – DRAG ALONG

16.1 If the Shareholder Majority wish to transfer all of their interest in their shares (**Sellers'** Shares) to a purchaser (Proposed Buyer) and such purchase is a bona fide arm's

length transaction, then the Shareholder Majority shall have the option (Drag Along Option) exercisable by the Shareholder Majority giving written notice to that effect (a Drag Along Notice) to require all other shareholders (Called Shareholders) to transfer with full guarantee all their shares (Called Shares) to the Proposed Buyer (or as the Proposed Buyer directs).

16.2 A Drag Along Notice shall be given by the Shareholder Majority to each Called Shareholder and shall specify:

16.2.1 that the Called Shareholders are required to transfer with full title guarantee all their Called Shares free from all liens, charges and encumbrances;

16.2.2 the person to whom the Called Shares are to be transferred;

16.2.3 the consideration payable for the Called Shares which shall be the same consideration in all material respects (including, without limitation, value and form) for each Called Share as offered for each of the Sellers' Shares; and

16.2.4 the proposed date of completion of the sale of the Called Shares the subject of the Drag Along Notice.

16.3 The Called Shares shall be transferred on the same terms and conditions for which the Shareholder Majority shall have agreed to transfer the Sellers' Shares provided that no representations, warranties, indemnities and covenants are deemed to be given or made by the Called Shareholders beyond those as to title to the Called Shares and as to capacity to sell the Called Shares.

16.4 Completion of the sale of the Called Shares shall take place on the same date as, and conditional upon completion of, the sale and purchase of the Sellers' Shares such date being specified in the Drag Along Notice (the Completion Date) unless all of the Called Shareholders and the Shareholder Majority agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Shareholder Majority.

16.5 Within 10 Business Days of the Shareholder Majority serving a Drag Along Notice on the Called Shareholders (or such other time period as may be specified in the Drag Along Notice), the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. If any Called Shareholder defaults on the delivery of such documentation, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Shareholder Majority to be their agent and attorney to execute all necessary

transfer(s) on their behalf (including but not limited to stock transfer forms and indemnities for missing share certificates), against receipt by the Company (on trust for such holder but without obligation to pay interest) of the consideration payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Article 16.

- 16.6 A Drag Along Notice may be revoked by the Shareholder Majority at any time prior to the completion of the transfer of the Called Shares. A Drag Along Notice shall lapse if, for any reason, the Shareholder Majority have not sold the Sellers' Shares to the Proposed Buyer within 60 Business Days of serving the Drag Along Notice. The Shareholder Majority may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 16.7 Upon any person, following the issue of a Drag Along Notice, becoming a shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to subscribe for or acquire shares (a New Shareholder), a Drag Along Notice, on the same terms as the previous Drag Along notice, shall be deemed to have been served upon the New Shareholder who will then be bound to sell and transfer all such shares acquired by that New Shareholder to the Proposed Buyer or as the Proposed Buyer may direct and the provisions of this Article 16 shall apply mutatis mutandis to the New Shareholder save that completion of the sale of such shares will take place upon the later of the Drag Along Notice being deemed served on the New Shareholder and the date of completion of the sale of the Called Shares.

## 17. PURCHASE OF OWN SHARES

Subject to CA 2006 but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 CA 2006, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:

- 17.1 £15,000; and
- 17.2 the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

## 18. ALLOTMENT OF SHARES

The directors are prohibited from exercising any of the powers conferred upon them by section 550 CA 2006.

## DECISION MAKING BY SHAREHOLDERS

### 19. POLL VOTES

- 19.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 CA 2006) present and entitled to vote at the meeting.
- 19.2 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.

### 20. PROXIES

- 20.1 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 the general meeting (or adjourned meeting) to which they relate.
- 20.2 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, unless the directors, in their discretion, accept the notice at any time before the meeting as a new paragraph at the end of that article.

## ADMINISTRATIVE ARRANGEMENTS

### 21. MEANS OF COMMUNICATION TO BE USED

- 21.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 21.1.1 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 an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending);
  - 21.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - 21.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

21.1.4 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,

and section 1147 CA 2006 shall be deemed modified accordingly.

21.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by CA 2006.

## 22. INDEMNITY

22.1 Subject to article 22.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

22.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by such person as a relevant officer:

22.1.1.1 in the actual or purported execution and/or discharge of their duties, or in relation to them; and

22.1.1.2 in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of CA 2006),

including (in each case) any liability incurred by the relevant officer in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their 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

22.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in article 22.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

22.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision CA 2006 or by any other provision of law.

22.3 In this article:

22.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

22.3.2 a relevant officer means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) CA 2006), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not they are also a director or other officer), to the extent they act in their capacity as auditor).

23. INSURANCE

23.1 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.

23.2 In this article:

23.2.1 a relevant officer means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) CA 2006), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not they are also a director or other officer), to the extent they act in their capacity as auditor);

23.2.2 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

23.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.