

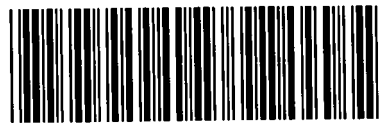
ARTICLES OF ASSOCIATION

of

PARSONS MEDICAL CSN LTD
(Company Number: 12544086)

(Adopted on 19 July 2021)

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Company Number: 12544086

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
PARSONS MEDICAL CSN LTD

(Adopted by special resolution on 19 July 2021)

1. Definitions and Interpretations

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

A Members: means all those persons who are A Members of the Company;

Act: means the Companies Act 2006;

Adoption Date: means the date of the adoption of these Articles by the Company;

Accountants: means the accountants of the Company from time to time or, if the accountants are unable or unwilling to act in connection with the reference in question, a chartered accountant nominated by the Directors and, in either case, engaged on such terms as the Directors as agent for the Company and each relevant Member shall, in their absolute discretion, see fit;

B Members: means all those persons who are the B Members of the Company;

Business Day: means a day (other than a Saturday, Sunday or public holiday) when the banks in London are open for business;

Director: means a duly appointed director of the Company from time to time;

Eligible Director: means a Director who would be entitled to vote on a matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter) and references to "eligible directors" in article 8 of the Model Articles shall be construed accordingly;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 as amended prior to, and in force as at, the Adoption Date;

Member: means a Member of the Company, as recorded in the register of members of the Company;

Member Majority: means not less than 65% of the A Members;

Nominated Director: means a Director appointed pursuant to any of articles 5.2;

Relevant Agreement: means any agreement dated made between the Company and the Members in relation to the governance of the Company;

1.2 These Articles and the provisions of the Model Articles (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.

- 1.3 In these Articles a reference to:
- 1.3.1 a “**subsidiary**” shall include a reference to a “subsidiary” and a “subsidiary undertaking” (each as defined in the Act) and a reference to a “**holding company**” shall include a reference to a “holding company” and a “parent undertaking” (each as defined in the Act);
 - 1.3.2 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the date of these Articles and any subordinate legislation made under the statutory provision before or after the date of these Articles;
 - 1.3.3 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
 - 1.3.4 “**these Articles**” is to these articles of association (including the provisions of the Model Articles incorporated therein), and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act; and
 - 1.3.5 any agreement or document is to that agreement or document as in force for the time being and as amended from time to time in accordance with the terms of that agreement or document or with the agreement of all the relevant parties.
- 1.4 All consents or approvals to be given by a Member Majority in respect of any provision of these Articles must be given in writing.
- 1.5 The contents table and headings in these Articles are for convenience only and do not affect their interpretation.
- 1.6 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.7 Any question as to whether a person is connected with another shall be determined in accordance with section 1122 of the Corporation Tax Act 2010 (except that in construing section 1122 “control” has the meaning given by section 1124 or section 450 of that Act so that there is control whenever section 1122 or 450 requires) which shall apply in relation to this agreement as it applies in relation to that Act.
- 1.8 The Contracts (Rights of Third Parties) Act 1999 shall not apply to any rights under these Articles.

2. **Liability of Members**

- 2.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for—
- 2.1.1 payment of the company’s debts and liabilities contracted before he ceases to be a member,
 - 2.1.2 payment of the costs, charges and expenses of winding up, and
 - 2.1.3 adjustment of the rights of the contributories among themselves.

3. Voting

A Members

3.1 The A Members shall each have the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on written resolutions of the Company, and each A Member shall carry one vote.

3.2 In respect of the A Members, votes may be exercised:

3.2.1 on a show of hands by every A Member who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy vote (in which case, each A Member shall have one vote); or

3.2.2 on a poll by every A Member who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case, each A Member shall have one vote)

B Members

3.3 The B Members shall be entitled to receive notice of, and to attend and speak at, any general meeting of the Company but shall not be entitled to vote at any such meeting or on a written resolution.

4. General Meetings

4.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. A quorum shall be a Member Majority present either in person, by proxy or by a duly appointed corporate representative.

4.2 Article 27 of the Model Articles shall be amended by the addition of the following as a new paragraph 27(7) in that article: "If within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the Member(s) present (either in person, by proxy or by a duly appointed corporate representative) shall constitute a quorum".

4.3 A poll may be demanded at any general meeting by:

4.3.1 the chairman; or

4.3.2 by any A Member present (in person, by proxy or by a duly appointed corporate representative) and entitled to vote on the relevant resolution.

4.4 Article 30(3) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of that article: "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.".

4.5 Article 31(1) of the Model Articles shall be amended as follows:

4.5.1 by the deletion of the words in Article 31(1)(d) and the substitution therefor of the following: "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 exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate."; and

4.5.2 by the insertion of the following as a new paragraph at the end of Article 31(1): "and a proxy notice which is not delivered in such manner shall be invalid unless the Directors, in their discretion accept the proxy notice at any time before the meeting.".

- 4.6 The Company shall not be required to give notice of a general meeting to a Member:
- 4.6.1 whose registered address is outside the United Kingdom unless they have provided an address for service within the United Kingdom; or
 - 4.6.2 for whom the Company no longer has a valid United Kingdom address.
5. **Appointment and removal of Directors**
- 5.1 Unless and until determined otherwise by ordinary resolution of the Company, the number of Directors (other than alternate directors) shall not be less than one nor more than 2.
- 5.2 The A Members shall have the right, exercisable from time to time, to appoint, remove and replace up to three persons to be a Director. Any Director appointed pursuant to this article 5.2 shall be known as an "A Director".
- 5.3 Any appointment or removal pursuant to article 5.2 shall be made by notice in writing to the Company. Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more Members) must be left at or sent by post to the registered office of the Company and the appointment or removal (as the case may be) shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.
- 5.4 Any Member who has the right to appoint a Nominated Director may elect not to appoint a Director in which case, and for so long as it has not appointed any such Director, it shall have the right to send a representative to attend all Board meetings. Such representative shall not be entitled to speak or vote at any such meeting but shall be entitled to receive (at the same time as the Directors) all notices, minutes and other papers circulated to Directors.
- 5.5 The office of a Director shall automatically be vacated, and the Director in question shall be deemed to have resigned, upon in the case of an executive Director only, that Director ceasing for any reason whatsoever to be employed by the Company or any other Group Company in circumstances where they do not remain, or immediately thereupon become, an employee of another Group Company.
- 5.6 In any case where, as a result of death or bankruptcy, the Company has no Members and no Directors, the transmittee(s) of the last Member to have died or to have a bankruptcy order made against them (as the case may be) has the right, by notice in writing, to appoint a natural person who is willing to act and is permitted to do so, to be a Director.
6. **Alternate Directors**
- 6.1 Any Director (in this article 6, an "appointor") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:
- 6.1.1 exercise that director's powers; and
 - 6.1.2 carry out that director's responsibilities,
- in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor.
- 6.2 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.
- 6.3 The notice must:
- 6.3.1 identify the proposed alternate; and
 - 6.3.2 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.

6.4 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.

6.5 Save as provided otherwise in these Articles, alternate Directors:

6.5.1 are deemed for all purposes to be Directors;

6.5.2 are liable for their own acts and omissions;

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

6.5.4 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 which their appointor is a member.

6.6 A person who is an alternate Director but not a Director:

6.6.1 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);

6.6.2 may participate in a unanimous decision of the Directors (but only if their appointor is an Eligible Director in relation to that decision and does not themselves participate); and

6.6.3 shall not be counted as more than one Director for the purposes of articles 6.6.1 and 6.6.2.

6.7 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.

6.8 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the remuneration of the alternate's appointor as the appointor may direct by notice in writing to the Company. An alternate Director shall be entitled to be reimbursed by the Company such expenses as might properly be reimbursed to them if they were a Director.

6.9 The appointment of an alternate Director terminates:

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

6.9.2 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;

6.9.3 on the death of the alternate's appointor;

6.9.4 when the appointment of the alternate's appointor as a Director terminates; or

6.9.5 when written notice from the alternate, resigning their office, is received by the Company.

7. Proceedings of Directors

7.1 Save where the Company has a sole Director, two Eligible Directors, present either in person or by a duly appointed alternate, shall be a quorum. For the purpose of any meeting held to

authorise a director's conflict of interest under article 9 or section 175 of the Act if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting shall be one Eligible Director.

7.2 If the number of votes for and against a proposal at a Directors' meeting are equal the chairman or other Director chairing the meeting shall not have a casting vote. Article 13 of the Model Articles shall not apply to the Company.

8. Transactions or other arrangements with the Company

8.1 Subject to sections 177 and 182 of the Act, and provided they have declared the nature and extent of their 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:

8.1.1 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;

8.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or a committee of Directors) in respect of such contract or proposed contract in which they are interested;

8.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision of the Directors, in respect of such contract or proposed contract in which they are interested;

8.1.4 may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a Director;

8.1.5 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

8.1.6 shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (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 their duty under section 176 of the Act.

9. Directors' Conflicts of Interest

9.1 The Directors may, in accordance with the requirements set out in this article 9, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching their duty under section 175 of the Act to avoid conflicts of interest ("Conflict").

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

9.2.1 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 or in such other manner as the Directors may determine;

9.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and

- 9.2.3 the matter was agreed to without the Director in question or would have been agreed to if their vote had not been counted.
- 9.3 Any authorisation of a Conflict under this article 9 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.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

- 9.4 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 their involvement in the Conflict otherwise than as a Director of the Company and in respect of which they owe a duty of confidentiality to another person, the Director is under no obligation to:
 - 9.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or
 - 9.4.2 use or apply any such information in performing their duties as a Director, where to do so would amount to a breach of that confidence.
- 9.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director:
 - 9.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
 - 9.5.2 is not given any documents or other information relating to the Conflict; and
 - 9.5.3 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.

- 9.6 Where the Directors authorise a Conflict:
 - 9.6.1 the relevant Director will be obliged to conduct themselves in accordance with any terms imposed by the Directors in relation to the Conflict; and
 - 9.6.2 the Director will not infringe any duty they owe to the Company by virtue of sections 171 to 177 of the Act provided they act in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.
- 9.7 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 they derive 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.

10. Membership

- 10.1 No person shall become a member of the company unless—

- 10.1.1 that person has completed an application for membership in a form approved by the directors, and
 - 10.1.2 that person has applied to be either an A Member or a B Member
 - 10.1.3 the directors have, in their absolute discretion, approved the application.
- 10.2 A member may withdraw from membership of the company by giving 90 days' notice to the company in writing.
- 10.3 Membership is not transferable, unless that membership is on behalf of a partnership in which case membership may be transferred to another partner of that partnership.
- 10.4 A person's membership terminates when that person dies or ceases to exist.

11. Service of Documents

- 11.1 Any notice, document or other information given in accordance with these Articles shall be deemed served on or delivered to the intended recipient:
- 11.1.1 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;
 - 11.1.2 if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, five Business Days after posting provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;
 - 11.1.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 11.1.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - 11.1.5 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.

For the purposes of this article 11.1, no account shall be taken of any part of a day that is not a working day.

- 11.2 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 the Act.

12. Administrative Arrangements

- 12.1 Any common seal may only be used by the authority of the directors.
- 12.2 The directors may decide by what means and in what form any common seal is to be used.
- 12.3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 12.4 For the purposes of this article, an authorised person is—
- 12.4.1 any director of the company;

- 12.4.2 the company secretary (if any); or
 - 12.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.
- 12.5 Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member.
- 12.6 The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

13. Indemnity

- 13.1 Subject to article 13.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

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

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

13.1.1.2 in relation to the activities of the Company (or any Group Company) as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by them 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 affairs of the Company (or any Group Company); and

13.1.2 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 13.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 13.2 This article 13 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.

- 13.3 In this article 13 and in article 14:

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

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

14. Insurance

- 14.1 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 loss or liability which has

been or may be incurred by that relevant officer in connection with their duties or powers in relation to the Company, any Group Company or any pension fund or employees' share scheme of the Company or Group Company.

15. Disputes

- 15.1 Where these Articles provide for any dispute in relation to a particular matter to be determined pursuant to this article 15, such dispute shall be referred, at the request of any Member or Director, to the Accountants. The decision of the Accountants (who shall be deemed to act as an expert and not as an arbitrator) shall, save in the event of fraud or manifest error, be final and binding on the Company and the Members. The cost of such reference shall be borne as directed in the relevant article or, where no such direction is given, by the party or parties named by the Accountants (taking into account the conduct of the parties and the merits of their respective arguments in relation to any matters in dispute) or, where no such party is named by the Accountants, equally by the parties concerned.