

FILE COPY



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

Company Number **12705788**

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

TRUST-COIN

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 **25th March 2017**



* N12018000Z *



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: 25/03/2017

X8674LQP

Company Name in full:

TRUST-COIN

Company Type:

Private company limited by shares

Situation of Registered Office:

England and Wales

Proposed Registered Office Address:

42 ST ANNES RD W LANCASHIRE, FY8 1RF UNITED KINGDOM

Sic Codes:

70221

I wish to entirely adopt the following model articles:

Private (Ltd by Shares)

Proposed Officers

Company Secretary 1

Type: **Person**

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

Surname: **MARSHALL**

Service Address: **42 ST ANNES RD W LANCASHIRE, FY8 1RF UNITED KINGDOM**

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

Company Director *1*

Type: **Person**

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

Surname: **MARSHALL**

Service Address: **42 ST ANNES RD W LANCASHIRE, FY8 1RF UNITED KINGDOM**

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

Date of Birth: ****/09/1957** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

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

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

Individual Person with Significant Control details

Names: CHRISTOPHER MARSHALL

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: **/09/1957 ***Nationality:*** BRITISH

Service Address: 42 ST ANNES RD W LANCASHIRE, FY8 1RF UNITED KINGDOM

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

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

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **CHRISTOPHER MARSHALL**

Address **42 ST ANNES RD W LANCASHIRE, FY8 1RF UNITED KINGDOM**

Amount Guaranteed **1**

Statement of Compliance

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

Name: **CHRISTOPHER MARSHALL**
Authenticated **YES**

Authorisation

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

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

TRUST-COIN

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.

Name of each subscriber

Authentication by each subscriber

Christopher Marshall

Date 29 June 2020

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

TRUST-COIN

NAME

1. The Company's name is '**TRUST-COIN**' ('the Company')

MEMBERS

2.
 - (a) The subscribers to the memorandum of association are the first members of the Company.
 - (b) Membership is open to all persons, companies and organisations which support the objects of the Company, but no person may be admitted as a member of the Company unless approved by the Directors.
 - (c) A person who wishes to become a member must deliver to the Company an application form containing such information as the Directors require.

CLASSES OF MEMBERS

3. The Company may have different classes of members if the Company makes Rules to that effect. If Rules are made which create different classes of members, those Rules must set out the rights of the different classes.

RESIGNATION OF MEMBERS

4. A member may at any time resign from membership of the Company by giving written notice. Membership is not transferable to any other person or organisation.

LIMITED LIABILITY

5. The liability of the members is limited.

MEMBERS' GUARANTEE

6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while s/he is a member or within one year after s/he ceases to be a member, for payment of the Company's debts and liabilities contracted before s/he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories themselves.

QUORUM AT GENERAL MEETINGS

7. (a) No business may be transacted at any general meeting unless a quorum is present. Except at any time when the Company has just one member, when the quorum is one, the quorum is two persons who are entitled to attend and vote.

(b) The persons who are entitled to attend and vote are:

- (i) any member who has voting rights;
- (ii) any representative of a corporate member; and
- (iii) any proxy for a member.

A member, corporate representative or proxy who is not entitled to vote on the business to be transacted does not count as part of the quorum while that business is being transacted.

8. If a quorum is not present within half an hour after the time for the start of the meeting, or if during a meeting a quorum ceases to be present, the meeting must be adjourned to such reasonable time and place as the Directors decide.

CHAIRING THE MEETING

9. The Chair shall chair any general meeting at which s/he is present. If the Company does not have a Chair, or the Chair is absent, then the Directors shall nominate a Director to chair the meeting. If no Director is present within fifteen minutes after the time for the start of the meeting, or if no Director is willing to act, the members present shall elect one of their number to chair the meeting.

ADJOURNMENT

10. A general meeting may be adjourned by an ordinary resolution. No business may be transacted at an adjourned meeting except business which might properly have been transacted at the original meeting. If a meeting is adjourned for fourteen days or more, at least seven days' notice of the adjourned meeting must be given. Otherwise no notice of an adjourned meeting need be given. Notice of an adjourned meeting must be given in the same manner and contain the same information as the notice of any other general meeting.

VOTING

11. (a) A resolution put to the vote of meeting shall be decided on a show of hands unless a poll is duly demanded.

(b) A poll may be demanded by the Chair or by any two voting members. A demand by a proxy is as valid as a demand by the member who appointed the proxy. The demand for a poll must be made not later than the declaration of the result of the vote on a show of hands.

(c) If a poll is demanded, it must be taken in accordance with any Rules made by the Company in accordance with these articles or, if there are no Rules which apply, in such manner as the Chair directs.

12. A poll demanded on the election of a Chair or on a question of adjournment must be taken straight away. A poll demanded on any other question must be taken either straight away or at such time and place as the Chair directs, provided this is not more than thirty days after the poll is demanded.

13. No notice need be given of a poll not taken straight away if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven days' notice must be given specifying the time and place at which the poll is to be taken.

NO CHAIRPERSON'S CASTING VOTE

14. The Chair does not have a second or casting vote on any resolution at a general meeting.

VOTING RIGHTS

15. If different classes of members are established, the voting rights of each class of members must be set out in the Rules.

16. No objection as to the qualification of any voter may be raised except at the meeting at which that vote is tendered. The Chairperson's decision as to any objection is final.

PROXIES

17. (a) Every member who is entitled to attend and vote at a meeting of the Company may, by notice in writing, appoint a proxy to attend on her/his behalf. A proxy need not be a member of the Company.

(b) The notice appointing a proxy must be signed by the member appointing the proxy and may be in any usual or common form. It may be presented to the Company at its registered office or to the Chair of the meeting at any time up to the start of the general meeting for which the appointment is made. The member appointing the proxy may withdraw the appointment.

DIRECTORS

18. There shall be no maximum number of directors and the minimum number is one.

APPOINTMENT AND RETIREMENT OF DIRECTORS

Appointment by General Meeting

19. Subject to the paragraphs below, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.

20. No person may be appointed or reappointed a Director at any general meeting unless:

(a) s/he is recommended by the Directors; or

(b) not less than fourteen clear days before the date of the meeting a written nomination signed by a voting member and a notice in writing signed by the proposed Director has been given to the Company.

21. Not less than seven clear days before the date of the meeting notice must be given to all who are entitled to notice of the meeting of every person who is recommended by the Directors or nominated in accordance with the above provisions for appointment or reappointment as a Director at the meeting.

Co-option by the Directors

22. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

23. The Company may by ordinary resolution remove any Director before the expiration of her/his period of office.

24. A person ceases to be a Director if:

- (a) s/he ceases to be a Director by virtue of any provision of the Companies Act or becomes prohibited by law from being a director of a company; or
- (b) s/he becomes bankrupt or makes any arrangement or composition with her/his creditors generally; or
- (c) s/he resigns by notice to the Company; or
- (d) s/he has been absent from meetings of the Directors for more than six consecutive months and the Directors resolve that s/he ceases to be a Director.

POWERS OF DIRECTORS

25. The business of the Company shall be managed by the Directors who may exercise all the powers of the Company, subject only to the provisions of the Companies Act, the Articles, to any Rules made in accordance with these articles and to any directions given by special resolution of the general meeting.

26. No alteration of these Articles and no Rule or direction shall invalidate any prior act of the Directors which would have been valid if that alteration or Rule had not been made or that direction had not been given.

Quorum

34. No business may be transacted at a meeting of the Directors unless a quorum is present. Except at any time when the Company has only one Director, when the quorum is one, the quorum is two.

Chair

35. The Chair presides at every meeting of Directors at which s/he is present. If s/he is not present within five minutes after the time for the start of the meeting, the Directors present may appoint one of their number to chair the meeting.

TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

36. Subject to sections 177(5), 177(6), 182(5) and 182(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:

(a) 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;

(b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of any such transaction or arrangement in which he is interested;

(c) 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 transaction or arrangement in which he is interested;

(d) 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

(e) shall not be accountable to the Company for any benefit which he (or a person connected with him) 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.

DIRECTORS' CONFLICTS OF INTEREST

37. (a) For the purposes of section 175 of the Act, the directors may authorise any matter or situation proposed to them which would, if not so authorised, involve a director breaching his duty under that section.
- (b) Any authorisation under this article will be effective only if:
- (i) 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 or any other interested director; and
 - (ii) the matter was agreed to without the director in question or any other interested director voting or would have been agreed to if their vote(s) had not been counted.
- (c) Any authorisation under this article may (whether at the time of giving the authorisation or subsequently):
- (i) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
 - (ii) be subject to such terms and for such duration, or impose such limits or conditions as the directors may decide; and
 - (iii) be terminated or varied by the directors at any time but this will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.
- (d) In granting such authorisation 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 that matter 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 to:
- (i) disclose such information to the directors or to any director or other officer or employee of the company; or
 - (ii) use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence.
- (e) Where the directors grant an authorisation under this article they may (whether at the time of giving the authorisation or subsequently) decide that the director:
- (i) is excluded from discussions (whether at meetings of directors or otherwise) relating to that matter;

(ii) is not to be given any documents or other information relating to that matter; and

(iii) may or may not vote and/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.

(f) Where the directors grant an authorisation under this article the director concerned will be obliged to act in accordance with any terms imposed by the directors in relation to the Conflict.

THE COMPANY SEAL

38. The Directors may decide from time to time whether the Company shall have a seal. If the Company has a seal it may be used only with the authority of the Directors. The Directors must decide who is to sign any document issued under seal. Unless the Directors decide otherwise a document issued under seal must be signed by a Director and by the secretary or by any two Directors.

ACCOUNTS

39. The Company must keep such accounting records as are required by the Companies Act and any other statutory provisions which affect the Company. No member (as such) has any right to inspect any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the general meeting.

NOTICES

40. (a) Any notice required to be given to or by the Company or any member or Director (other than a notice calling a meeting of the Directors) shall be in writing or shall be given using electronic communications to an address supplied for that purpose by the person to whom the notice is required to be given.
- (b) The company may give any notice to a member or Director either personally or by sending it by post to the member or Director at his registered address, or by leaving it at that address, or by giving it using electronic communications to an address supplied for that purpose by the member.
- (c) A member or Director present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- (d) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators or in accordance with any reasonable and standard

practice shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of forty-eight hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 24 hours after the time it was sent, unless the Company receives notice of the fact that the electronic communication has not been delivered.

(e) For the purposes of this article, "electronic communication" includes a communication by electronic mail (email), facsimile transmission (fax) or by posting the communication on a website to which the member or Director has access, if this is so agreed by the member or Director concerned, or by any other means agreed by the Company and the member or Director concerned.

INDEMNITY

41. (a) Subject to the provisions of the Act, every Director, officer and auditor of the Company is to be indemnified out of the assets of the Company against any liability incurred by her/him in defending any proceedings (civil or criminal) in which judgment is given in her/his favour or in which s/he is acquitted or in connection with any application in which relief is granted to her/him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. This provision applies without prejudice to any other indemnity to which a Director may be entitled.

(b) The Company may purchase and maintain for any Director, officer or auditor of the Company, insurance against any such liability as is referred to in section 310 (1) of the Act.

RULES

42. (a) The Directors may from time to time make Rules for the proper conduct and management of the Company and all other matters which may properly be made the subject of such Rules.

(b) Without prejudice to the generality of the above, the Rules may prescribe different classes of membership, and the rights, privileges and obligations of such classes, and may include Rules for the conduct of members, the use of the Company's assets and facilities, the procedures at general meetings and meetings of the Directors, and the admission, suspension, expulsion and general regulation of members.

(c) No Rule shall be inconsistent with these Articles of the Company or any provision of law.

INTERPRETATION

43. In these Articles:

"the Act" and "the Companies Act" mean the Companies Act 2006 including any statutory amendment or re-enactment of it when in force.

"the Articles" means these articles of association of the Company.

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given (or deemed to be given) and the day for which it is given or on which it is to take effect.

"executed" includes any mode of execution.

"office" means the registered office of the Company.

"Rules" means any Rules made by the general meeting in accordance with these articles.

"the seal" means the common seal of the Company.

"secretary" means the company secretary or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

"the United Kingdom" means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these articles bear the same meaning as in the Companies Act but excluding any statutory modification thereof not in force when these articles became binding on the Company.