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TCCA LIMITED

ARTICLES OF ASSOCIATION

COMPANY NUMBER: 4155039

(Approved by the AGM October 2018)

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Registration No.4155039 in UK
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CONTENTS

CLAUSE

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. Interpretation
2. Objects
3. Powers
4. Income
5. Winding up
6. Guarantee

MEMBERS

7. Admission of Members
8. Transfer of Membership
9. Withdrawal and Removal of a Member

ORGANISATION OF GENERAL MEETINGS

10. General Meetings
11. Quorum
12. Chairing General Meetings.
13. Attendance and Speaking by Directors and Non-Members
14. Adjournment
15. Proceedings at General Meetings
16. Error and Disputes

ELECTION OF DIRECTORS AND CHAIRMAN

17. Structure of Board and Election of Directors and Chairman
18. Election of Directors
19. Election of Chairman
20. General Board Proceedings

DIRECTORS

21. Directors' General Authority
22. Directors May Delegate
23. Committees

DECISION MAKING BY DIRECTORS

24. Unanimous Decisions
25. Calling a Directors' Meeting
26. Directors' Conflict of Interest
27. Secretary
28. Company Change of Name

DECISION MAKING BY MEMBERS

29. Votes of Members
30. Poll Votes

ADMINISTRATIVE ARRANGEMENTS

31. Means of Communication to be Used

32. Rules

33. Indemnity and Insurance

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

TCCA LIMITED (the "Company")

(Adopted by special resolution passed on 1st October 2018)

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Appointor: has the meaning given in article 15;

Articles: means the Company's articles of association for the time being in force;

bankruptcy: includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Board: means the Company's decision making body comprising directors, the Chairman and any others co-opted by the Directors from time to time

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

Chairman: means the chairman of the Board of Directors, elected in accordance with these articles

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;

director: means a director of the Company and includes any person occupying the position of director, by whatever name called;

director: means any individual elected to the **Board** in accordance with these Articles, regardless of whether they are registered as a director at Companies House

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form: has the meaning given in section 1168 of the Act;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 26, any director whose vote is not to be counted in respect of the particular matter);

Interested Director: has the meaning given in article 26;

Member: means a person whose name is entered in the Register of Members of the Company and Membership shall be construed accordingly; and

ordinary resolution: has the meaning given in section 282 of the Act;

Membership Guidelines: any membership rules or conduct rules applicable to Members in force from time to time

participate: in relation to a director's meeting, has the meaning given in Article 26;

proxy notice: has the meaning given in Article 23;

Representative: means a person nominated by a Corporate Member to represent it at any meeting or otherwise

Secretary: means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

special resolution: has the meaning given in section 283 of the Act;

subsidiary: has the meaning given in section 1159 of the Act;

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Save as otherwise specifically provided in these Articles, 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 an article is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.

1.6 Any word following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. OBJECTS

The objects for which the Company is established are to:

- a) provide a forum for users, operators, manufacturers and stakeholders in the critical communications sector;
- b) best serve the interests of its members in the critical communications sector
- c) support and grow the TETRA market
- d) promote open market and multi-vendor environment and competition between manufacturers and application providers in the best interests of its members
- e) support the development of open standards for critical communications
- f) disseminate and share best practice in critical communications
- g) generally promote knowledge sharing and best practice in critical communications

3. POWERS

In pursuance of the object set out in article 2, the Company has the power to:

- a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- c) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- g) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;

- h) enter into contracts to provide services to or on behalf of other bodies;
- i) provide and assist in the provision of money, materials or other help.
- j) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- k) incorporate subsidiary companies to carry on any trade; and
- l) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.

4. INCOME

4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.

4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

- a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- b) any interest on money lent by any Member or any director at a reasonable and proper rate;
- c) reasonable and proper rent for premises demised or let by any Member or director;
or
- d) reasonable out-of-pocket expenses properly incurred by any director.

5. WINDING UP

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up or dissolution.

6. GUARANTEE

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

- a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,
- b) payment of the costs, charges and expenses of the winding up, and
- c) adjustment of the rights of the contributories among themselves.

MEMBERS

7. ADMISSION OF MEMBERS

7.1 The Company shall admit to membership an individual or organisation which:

- a) applies to the Company using the application process approved by the directors; and
- b) is approved by the directors.

7.2 A letter shall be sent to each successful applicant confirming their Membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the secretary.

7.3 The directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so.

7.4 The directors may prescribe criteria for membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members.

7.5 All Members must pay to the Company on becoming a Member (and annually thereafter) an annual membership fee of an amount to be decided by the directors from time to time.

7.6 A member cannot become a Member as an individual and also represent an organisation as an office holder, employee or otherwise.

8. TRANSFER OF MEMBERSHIP

A Member may not transfer his membership to another person or organisation.

9. WITHDRAWAL AND REMOVAL OF MEMBER

9.1 Any Member of the Company desiring to withdraw from the Company shall signify such desire in writing to the Secretary and the Member's name shall then be removed from the list of Members and he or it shall cease to be a Member as soon as his or its name has been removed from the list.

9.2 In the event of the following events occurring the Member shall immediately cease to be a Member of the Company:

- a) if the Member, being a body corporate, shall present a petition or have a petition granted for its winding up, or shall convene a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation); shall call a meeting of its creditors, or shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed by the relevant statutory provisions under the applicable law to be unable to pay its debts; or shall appoint or suffer the appointment of an administrator or enter into a corporate voluntary arrangement; and/or
- b) if the Member, being a person, shall have a bankruptcy order made against him or have a receiver of all or any of its assets appointed;

9.3 The directors may terminate the Membership of any Member without his/its consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:

- a) is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
- b) has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
- c) has failed to observe the terms of these Articles and Membership Guidelines in force from time to time.

Following such termination, the Member shall be removed from the Register of Members by the Secretary.

9.4 The notice to the Member must give the Member the opportunity to be make written representations as to why his/its membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the membership of a Member.

9.5 A Member whose membership is terminated under this article shall not be entitled to a refund of any subscription or membership fee and shall remain liable to pay to the Company any subscription or other sum owed by him.

ORGANISATION OF GENERAL MEETINGS

10. GENERAL MEETING

10.1 The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 (fifteen) months shall elapse between the date of one annual general meeting of the Company and that of the next. The annual general meeting shall be held at such time and place as the directors appoint.

10.2 All meetings of the Members other than annual general meetings shall be called general meetings.

10.3 The directors may, whenever they think fit, convene a general meeting.

10.4 The directors shall, on a requisition made in writing by at least 10% of the Members, immediately proceed to convene a general meeting within 28 (twenty-eight) days from the date of the requisition.

10.5 Any requisition made by the Members shall state the object of the meeting and the terms of the resolutions to be proposed, and shall be left at the registered office of the Company.

10.6 At least 28 (twenty-eight) Clear Days before every annual general meeting, and at least 14 (fourteen) Clear Days before every general meeting, notice specifying the place, the day and the hour of the meeting, and, in the case of special business, the general nature of such business, shall be given to the Members in the manner stated in article 24, or in such other manner, if any, as may be prescribed by the Company in general meeting; but the accidental omission to give such notice to, or the non-receipt of such notice by, any Member shall not invalidate the proceedings at any general meeting.

11. QUORUM

No business (other than appointment of Chairman of the meeting) shall be transacted at any meeting unless a quorum being 3 (three) Members (or their Representatives) are present at the commencement of such business.

12. CHAIRING GENERAL MEETINGS

12.1 If the directors have appointed a Chairman or Vice-Chairman, then the Chairman, whom failing a Vice Chairman, shall chair general meetings if present and willing to do so.

12.2 If the directors have not appointed a Chairman or Vice-Chairman, or if the Chairman or Vice-Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting is due to start:

- a) the directors present, or
- b) (if no directors are present), the meeting, must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

13. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

13.1 Directors may attend and speak at general meetings, whether or not they are Members.

13.2 The Chairman of the meeting may permit, at his discretion, other persons who are not Members to attend and speak at a general meeting.

14. ADJOURNMENT

14.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

14.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

- a) the meeting consents to an adjournment, or
- b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

14.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

14.4 When adjourning a general meeting, the chairman of the meeting must—

- a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
- b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

14.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)

to the same persons to whom notice of the company's general meetings is required to be given, and containing the same information which such notice is required to contain.

14.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

15. PROCEEDINGS AT GENERAL MEETINGS

15.1 All business at any meeting shall be deemed special, with the exception at the annual general meeting of:

- a) the consideration of the accounts and any documents annexed to them;
- b) the report of the Board; and
- c) the report of the accountants and the election of directors to the Board in the place of those retiring, which shall be deemed ordinary business.

15.2 The Chairman or, in his absence, a vice-chairman shall chair all general meetings.

15.3 At any general meeting a declaration by the Chairman that a resolution has been carried or lost and an entry to that effect in the minute book of the Company shall be conclusive evidence of the fact.

15.4 Subject to article 15.5 below, a vote on a resolution at a general meeting shall be taken on a show of hands and every Member present in person, by proxy or by its Representative shall have one vote.

15.5 No Members shall be entitled to vote at any general meeting or on a written resolution if any money owing from the Member on any account to the Company is overdue.

15.6 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which-

- a) states the name of the Member appointing the proxy;
- b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed,

c) bears the signature of or on behalf of the Member appointing the proxy; and

d) is delivered to the Company in accordance with these articles, the requirements of the Act and any instructions contained in the notice of the general meeting to which they relate.

15.7 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

15.8 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

15.9 Unless a proxy notice indicates otherwise, it must be treated as:

a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

15.10 A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

15.11 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

15.12 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

15.13 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

15.14 Subject to article 15.15 below, a written resolution of the Members passed in accordance with Part 13 of the Companies Act 2006 shall be as valid and effectual as a resolution passed at a general meeting.

15.15 No resolution under sections 168 (removal of a director) or 510 (removal of an auditor) shall be passed as a written resolution and may only be passed at a general meeting.

15.16 Subject to article 26 below, on a written resolution every member has one vote.

16. ERROR AND DISPUTES

No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chairman of the meeting whose decision is final.

ELECTION OF DIRECTORS AND CHAIRMAN

17. STRUCTURE OF THE BOARD AND ELECTION OF DIRECTORS AND CHAIRMAN

17.1 Directors and the Chairman shall be elected by the Members in accordance with these Articles for a period of 2 (two) years.

17.2 At every annual general meeting the Chairman (if he has served for 2 (two) years) and any director who has served for 2 (two) years or more since their last election, shall retire from office and shall be eligible for re-election.

17.3 Any Member who has been admitted by the directors as such, and who has paid his or its annual membership subscription fee is eligible to stand for election as a director, or to be proposed by the directors as a candidate to be Chairman or Vice-Chairman.

17.4 Non-members may not stand for election as a director. A person who has ceased to be a Member of the Company for any reason shall automatically cease to be a director. The maximum number of directors (excluding the Chairman) shall be 8 (eight) from which the directors shall elect at least one (1) vice-chairman.

18. ELECTION OF DIRECTORS

18.1 Elections for appointment of directors will take place annually when required at a time and place to be determined by the directors.

18.2 In the event that more Members stand for election as director than there are vacancies, such that a vote is required to determine which Members will be elected as a director, then voting by electronic means as well as by attendance at the annual general meeting will be allowed.

18.3 Each Member shall be entitled to cast one vote. They may do so either by electronic means (where available) or in person at the annual general meeting, but may not use both means of voting.

18.4 The electronic voting process will be published not less than 28 (twenty-eight) days before the general meeting. Such electronic voting will close 7 (seven) days before the general meeting. Members who have not already voted electronically may vote at the annual general meeting.

18.5 Votes cast electronically and at the annual general meeting shall be added together and candidates for election will be ranked according to the total number of votes cast for each candidate. The candidates with the most votes shall be elected in relation to each vacancy, in descending order until all vacancies are filled.

18.6 In the event of any candidates having received an equal number of votes, the candidate who received the most votes in the annual general meeting (as opposed to electronic votes) shall be elected. If any candidates received the same number of total votes, and the same number of votes at the Annual General Meeting, then such candidates shall be presented once more to the Members present at the annual general meeting and Members will be asked to vote again in relation to these candidates only. If no winning candidate emerges after such a vote, the Chairman shall draw lots to determine the winning candidate who shall be appointed as a director.

18.7 Any casual vacancy may be filled by a Member elected by the directors. This appointment shall then be subject to approval by the Members at the next annual general meeting.

19. ELECTION OF CHAIRMAN

19.1 At least 28 (twenty-eight) days prior to any annual general meeting at which the Chairman shall retire, any Member who intends to stand for Chairman shall advise the Board to that effect.

19.2 The directors will then decide which candidate they would like to propose to the Members to be elected as Chairman. This candidate will be proposed to the Members as Chairman by the directors at the annual general meeting. Members will vote by a simple majority on whether or not to elect the proposed candidate as Chairman.

19.3 In the event that the Members do not vote to elect the candidate proposed by the directors as Chairman, no Chairman shall be appointed at that time.

19.4 In the event that no Chairman is appointed, the directors shall appoint at least 2 (two) Vice-Chairmen. If a Chairman is subsequently appointed in accordance with article 19.1 above then the appointment of said Vice-Chairman shall terminate automatically. A new Vice - Chairman shall then be appointed by the Board.

19.5 A Vice- Chairman's term of office shall cease if he ceases to be a director

19.6 If the Chairman shall cease to be Chairman during his term of office for any reason, a replacement Chairman will be appointed in accordance with Articles 19.1 or 19.4 above. If a Vice Chairman shall cease to be Vice Chairman during his term of office for any reason the Board may elect a replacement within one month of such cessation save for where there is only a single vice chairman who ceases to be vice chairman in which case the Board shall elect a replacement within one month of such cessation.

20. GENERAL BOARD PROCEEDINGS

20.1 Questions and issues arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.

20.2 The Board shall convene at regular intervals, such meetings to be hosted by the Chairman and arranged by the Secretary.

20.3 The directors may continue to act even though their numbers are reduced by death, retirement or otherwise below the number appointed under Article 20.2, but if at any time the number it is reduced

20.4 below 3 (three) the continuing directors shall act only for the purpose of filling vacancies until there are at least 3 (three) directors.

20.6 If a director is unable to attend a specific board meeting they may nominate another director (Alternate Director) to represent them at that meeting. The nominated Alternate Director will represent the absentee director for all items discussed at that meeting not Just those that require a vote.

20.7 All nominations must be made in writing to the Chairman at least 5 Business Days before the meeting. The Chairman must notify the Board at the beginning of any meeting where an Alternate Director has been nominated. The nominated Alternate Director must confirm that they have accepted the nomination and will be acting as an Alternate Director at that meeting. This will be minuted. An Alternate Director is appointed for one meeting only.

DIRECTORS

21. DIRECTORS GENERAL AUTHORITY

Subject to these Articles, the directors are responsible for the management of the Company's business in accordance with its objects, for which purpose they may exercise all the powers of the company.

22. DIRECTORS MAY DELEGATE

22.1 Subject to these articles, the directors may delegate any of the powers which are conferred on them under the articles:

- a) to such person or committee;
- b) by such means (including by power of attorney);
- c) to such an extent;
- d) in relation to such matters or territories; and
- e) on such terms and conditions; as they think fit

22.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

22.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

23. COMMITTEES

23.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

23.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION MAKING BY DIRECTORS

24. UNANIMOUS DECISIONS

24.1 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.

24.2 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.

24.3 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.

25. CALLING A DIRECTORS' MEETING

The Chairman may call a directors' meeting by giving not less than 10 Business Days' notice of the meeting (or such lesser notice as all the directors or Board members as applicable may agree) to the directors or Board members or by authorising the Secretary (if any) to give such notice.

26. DIRECTORS' CONFLICTS OF INTEREST

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

26.2 Any authorisation under this article 26 shall be effective only if:

- a) to the extent permitted by the Act, the matter 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 or in such other manner as the directors may determine;
- b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- c) 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.

26.3 Any authorisation of a Conflict under this article 26 may (whether at the time of giving the authorisation or subsequently):

- a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- b) 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;
- c) 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;
- d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall 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
- f) permit the Interested Director to absent himself 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.

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

26.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

26.6 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 he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles 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.

26.7 Subject to sections 177(5) and 177(6) and sections 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 such existing or proposed 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 existing or proposed transaction or arrangement in which he is interested;
- d) 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;
- e) 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
- f) 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.

27. 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.

28. CHANGE OF COMPANY NAME

The name of the Company may be changed by:

- a) a decision of the directors; or
- b) a special resolution of the Members,
- c) or otherwise in accordance with the Act.

DECISION MAKING BY MEMBERS

29. VOTES OF MEMBERS

Subject to the Act, at any general meeting:

- a) every Member who is present in person (or by proxy) shall on a show of hands have one vote; and
- b) every Member present in person (or by proxy) shall on a poll have one vote.
- c) provided that any Member who has not fully paid his annual membership fee at the time of the relevant meeting shall not be entitled to so vote.

30. POLL VOTES

30.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.

30.2 A demand for a poll may be withdrawn if:

- a) The poll has not yet been taken, and
- b) The Chairman of the meeting consents to the withdrawal.

30.3 Polls must be taken immediately and in such a manner as the chairman of the meeting directs.

ADMINISTRATIVE ARRANGEMENTS

31. MEANS OF COMMUNICATION TO BE USED

31.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- a) 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 and the sending party receives a confirmation of delivery from the courier service provider;
- b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- d) 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, no account shall be taken of any part of a day that is not a Business Day.

31.2 show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

32. RULES

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

33. INDEMNITY AND INSURANCE

33.1 Subject to article 33.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- a) 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:
- b) in the actual or purported execution and/or discharge of his duties, or in relation to them
- c) including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, 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
- d) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 26.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure. This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

33.2 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.

33.3 In this article:

- a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- b) 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
- c) a relevant officer means any director (or other officer or former director or other officer of the Company).

