

The Companies Act 2006

**A PRIVATE COMPANY LIMITED BY
GUARANTEE AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

of

ZERO OUTAGE INDUSTRY STANDARD LIMITED

DATE

31.10.2016

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1. PRELIMINARY

1.1. No regulations or model articles contained in any statute or subordinate legislation including, without prejudice to such generality, the regulations contained in the Companies (Model Articles) Regulation 2008, shall apply as the articles of association of the company.

1.2. In these Articles:

"Act" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

"Accounting Reference Date" means the last day of the month in which the anniversary of the incorporation of the Company falls;

"Affiliate" means in relation to any person any company which is a direct or indirect subsidiary or holding company of that person and any company which is a direct or indirect subsidiary of such holding company ("holding company" and "subsidiary company" as defined in sections 1159 and 1160 of the Companies Act 2006);

"Articles" means these articles of association of the Company as amended from time to time;

"Associate Member" means any member being an academic institution or a non-industry affiliated research institute with no voting rights in general meetings of the Company and not choosing to become a Full Member;

"Board" or "Board of Directors" means the board of Directors of the Company from time to time;

"Control" as defined in section 840 of the Income and Corporation Taxes Act 1988 and "controlled" shall be construed accordingly;

"Corporate Representative" means a person appointed by a Member to represent that Member at any meeting of the Members in accordance with Article 10;

"Director"	means any person appointed from time to time as a director of the Company;
"Founder Member"	means any one of the following: <ul style="list-style-type: none"> a) Brocade Communications Ltd., UK b) Cisco Systems GmbH, Germany c) Dell Corporation, USA d) Hitachi Data Systems Corporation, UK e) NetApp Inc., USA f) SAP SE, Germany g) Suse LLC, USA h) T-Systems International GmbH, Germany
"Full Member"	means any Member and any Founding Member with voting rights in general meetings of the Company;
"Initial Period"	means the period commencing on the date of incorporation of the Company and ending on the date of the second annual general meeting;
"Member"	means any member of the Company, including Full Members, Associate Members and Founder Members;
"Member Application Form"	means the application form to be delivered by a proposed Member pursuant to Article 2.3 or 2.4 (as may be appropriate) and which shall be in such form and contain such obligations as the Board of Directors may, in their absolute discretion, from time to time require or determine;
"Membership Fee"	means the annual membership fee payable by Members in respect of each financial year of the Company in accordance with Articles 2.5 and 22;
"Office"	means the registered office of the Company from time to time;
"Operating Officer"	means the Operating Officer of the Company appointed in accordance with Article 19;

"person"	includes any partnership, firm, company, organisation or other entity whether incorporated or not;
"Project"	means any project of the Company, which the Board of Directors may initiate from time to time in pursuance of the objects of the Company in accordance with such rules, as the Board of Directors shall in its absolute discretion determine;
"Secretary"	means the secretary of the Company as appointed by the Board from time to time;
"Statutes"	means the Act and every other legislative act or regulation in force from time to time which concerns companies and which affects the Company;

Memorandum of Association

- 1.3** The Members of ZERO OUTAGE wish to enhance future business processes in the field of IT. Based on an open platform the mission of ZERO OUTAGE is to discuss, agree and introduce new industry best practices for the design and delivery of IT services based on recommended best practices between all Members.
- 1.4.** The registered office of the Company is in England and Wales.
- 1.5.** The objects for which the Company is established ("the Objects") are:
- a) to cooperate in an open industry platform with clear and transparent principles,
 - b) to maximize Members' customer satisfaction and value by providing a framework of best practices and standards, and
 - c) to enable the delivery of secure, reliable and highly available end-to-end IT services and solution.
- 1.6.** The Company has power to do anything within the law that may promote or may help to promote the Objects or any of them. In particular (but without limitation) the Company has the following powers:
- 1.6.1.** to pay out of the Company's funds the costs incurred in forming the Company;
 - 1.6.2.** to reward any person, firm or company rendering services to the Company by cash payment or by any other means;

- 1.6.3.** to pay out of the Company's funds premiums on insurance policies to cover the liability of the Directors which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company: provided that any such insurance or indemnity must not extend to any claim arising from criminal neglect or deliberate default on their part;
- 1.6.4.** to procure the Company to be registered or recognised in any foreign country or place; and
- 1.6.5.** to do all or any of the things or matters permitted by the Memorandum of Association in any part of the world, and as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 1.7.** The income, capital and contribution of each Member to the Company must be applied solely towards the promotion of the Objects. No part of their income or capital or contribution may be paid or transferred, directly or indirectly, to the Members of the Company, whether by way of dividend or bonus or in any other way that amounts to a distribution of profit or surplus. This does not prevent the payment of:
 - 1.7.1.** reasonable and proper remuneration to any officer, employee, or Member of the Company in return for any services provided to the Company;
 - 1.7.2.** a reasonable rate of interest on money lent to the Company;
 - 1.7.3.** reasonable rent for property let to the Company;
 - 1.7.4.** expenses to any officer, employee or Member of the Company; or
 - 1.7.5.** premiums on the indemnity insurance referred to in clause 28.2.
- 1.8.** The liability of the Members is limited.
- 1.9.** If the Company is wound up while a person is a Member or within one year after that person ceases to be a Member, every Member of the Company will contribute such amount as may be required not exceeding £1 to the assets of the Company, for payment of the Company's debts and liabilities accrued before the Member ceases to be a Member, and of the costs and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

2. MEMBERSHIP IN THE COMPANY

Membership Criteria

- 2.1.** The Members shall admit any person as a Member who has applied to become a Member (in accordance with Article 2.3.) and satisfies the membership criteria set out in Article 2.2.
- 2.2.** All persons shall be admissible as a Member wishing to discuss, agree and introduce new industry best practices for the delivery of IT services based on recommended best practices between the Members and are willing to sign-up for confidentiality amongst the Members.

Application

- 2.3.** Each person applying for membership in the Company and not being a Founder Member shall execute and deliver to the Company a Member Application Form thereby agreeing to observe and perform the obligations contained in such Member Application Form (including the payment of fees). Upon receipt by the Company of the duly completed and signed Member Application Form, the Company shall notify the proposed Member of acceptance of the Member Application Form and the applying Member shall, within 45 days of such notification, transfer the applicable Membership Fee in cleared funds to the Company. The Board of Directors shall then enter such applicant in the Company's Register of Members as a Member.
- 2.4.** No amendments shall be made to any section of the Member Application Form (including any Schedule to that Member Application Form) unless the Directors resolve to approve such amendments by a majority of not less than two thirds of those Directors present and entitled to vote on such a resolution.
- 2.5.** Every Member shall pay an annual Membership Fee to the Company of such amount(s) and on such date(s) as shall be determined by the Board of Directors pursuant to Article 23 and such Membership Fee shall not be refundable in the event of the resignation or expulsion of a Member.
- 2.6.** Membership of the Company and the privileges, rights and obligations of such membership shall be personal and not transferable.
- 2.7.** Any Member shall be entitled to participate in any Project of the Company.

Change of Control of Members

- 2.8.** Any Member which is subject to a change of Control shall notify the Company in writing of such change of Control within 7 days of the change of Control taking effect.

Cessation

- 2.9.** Each Member may withdraw from membership in the Company at any time by providing written notice to the Company, effective as of the date of such written notice.

A Member shall be deemed to have given written notice to the Company to withdraw from the Company and shall be removed from the Register of Members in the event that:

- 2.9.1. the relevant Member gives written notice to the Company that it wishes to resign or withdraw from the Company;
- 2.9.2. the relevant Member is wound up, dissolved, ceases to trade, becomes or is declared insolvent, has an administrator, receiver or liquidator appointed in respect of all or any part of its undertaking or otherwise ceases to exist;
- 2.9.3. the relevant Member fails to pay any sums due by it to the Company within two months from the date upon which it became payable;
- 2.9.4. the relevant Member materially breaches any of the terms of these Articles or the Member Application Form and fails to remedy such breach within 30 days of receiving notice from the Company requiring it so to do (such notice from the Company to be absolutely and finally determinative with respect to whether any breach is considered material);
- 2.9.5. the relevant Member breaches (whether materially or not) any of its obligations (whether owed to the Company, any Member or any third party) relating to the confidentiality of information supplied by any person in connection with the activities of the Company; or
- 2.9.6. the relevant Member ceases to meet the criterion for membership set out in Article 2.1.

- 2.10.** The Board of Directors shall be entitled to suspend or expel from membership of the Company any Member on the grounds of misconduct, in relation either to the Company, its property or its Members, or of conduct likely to prove prejudicial to the good standing of the Company or to the attainment of its objects. A Member whose suspension or expulsion is to be decided upon at a meeting of the Board of Directors shall be entitled to not less than 7 clear days' notice (excluding the days on which the notice is served or is deemed to be served and for which it is given) of that meeting, stating the

case made against such Member. Such Member shall be entitled to attend and speak at that meeting at any time during which its membership is discussed but shall withdraw prior to voting. A resolution under this Article shall not be effective unless passed by a majority of not less than two thirds of the Directors present and voting.

3. GENERAL MEETINGS

- 3.1.** 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. The annual general meeting of the Company shall be held at such time and place as the Board of Directors shall appoint provided that each annual general meeting shall be held not more than four months after the Company's Accounting Reference Date in each year (and not more than 15 months following the date of the previous annual general meeting).
- 3.2.** All general meetings other than annual general meetings shall be called general meetings.
- 3.3.** The Board of Directors may, whenever they think fit, convene a general meeting or, in default, such a meeting may be convened by such requisition as provided by section 305 of the Act.
- 3.4.** All Members of the Company are entitled to participate, Full Members are entitled to participate and vote in general meetings of the Company.

4. NOTICE OF GENERAL MEETINGS

- 4.1.** An annual general meeting or a general meeting shall be called by at least one month's notice but may be called by shorter notice if it is so agreed:
 - 4.1.1.** in the case of an annual general meeting, by all the Members entitled to attend and vote at that meeting; and
 - 4.1.2.** in the case of a general meeting, by such majority in number of the Members having a right to attend and vote being a majority together holding not less than 90% of the total voting rights at the meeting of all Members.
- 4.2.** The notice shall be given to all the Members and to the Directors and the Company's auditors and shall specify the following:
 - 4.2.1.** the date, time and place of the meeting;
 - 4.2.2.** in the case of an annual general meeting, that it is such a meeting;
 - 4.2.3.** where an extraordinary or special resolution is proposed, a statement to that effect; and

- 4.2.4. in a reasonably prominent position on the notice, that a Member entitled to attend and vote is entitled to appoint a proxy or proxies (who need not be a Member) to attend and, on a poll, to vote instead of him.

PROCEEDINGS AT GENERAL MEETINGS

Chairperson

- 5.1. The Operating Officer or any other person elected by simple majority vote by the Full Members as chairperson of the general meeting shall chair the general meeting and shall have the right to speak at such meetings.
- 5.2. Where the Operating Officer or the elected chairperson is not present within fifteen minutes after the time appointed for holding the meeting or is otherwise unable to act as the chairperson of any general meeting, the Members present and entitled to vote (whether in person or by proxy) shall choose one of their number (by simple majority vote) to be the chairperson of the meeting.

Quorum

6. No business shall be transacted in any general meeting unless a quorum of Full Members, which shall be a majority of Full Members in number, is present in person or by proxy at the time when the meeting proceeds to business, save the appointment of a chairperson of the meeting.

Adjournment

- 5.4. If within half an hour from the time appointed for a meeting a quorum is not present, the meeting, if convened upon the requisition of Full Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other time and place as the Board of Directors may determine, and if at the adjourned meeting a quorum is not present within half a hour from the time appointed for the meeting the Full Members present shall be a quorum.
- 5.5. The chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting to another time (or indefinitely, to no fixed time) and/or another place.
- 5.6. No business shall be transacted at any adjourned meeting other than business which might lawfully have been transacted at the meeting from which the adjournment took place.
- 5.7. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting.

Amendment to Resolutions

5.8. (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

(a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairperson of the meeting may determine), and

(b) the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.

(2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

(a) the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

(3) If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

Written Resolutions of Members

5.9. A resolution in writing signed by the required majority of eligible Full Members for the time being entitled to receive notice of and to attend and vote at general meetings shall be as valid and effective as if it had been duly passed at a general meeting of the Company duly convened and held.

A proposed written resolution lapses if it is not passed before the end of the period of 28 days beginning with the date of circulation of the resolution to the Full Members. The agreement of a Full Member to a written resolution is ineffective if signified after the expiry of that period. A Full Member's agreement to a written resolution, once signified, may not be revoked.

6. DECISION-MAKING OF THE GENERAL MEETING: POLLS

6.1. Special and ordinary resolutions of the Full Members shall be passed at a general meeting if in excess of 75% and 50% respectively of the votes are in favour of these resolutions.

Demand for Poll

- 6.2. At any general meeting a resolution put to the vote of the meeting shall be decided by a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:
- 6.2.1. the chairperson of the meeting; or
 - 6.2.2. at least three Full Members present in person or by proxy and having the right to vote at the meeting; or
 - 6.2.3. a Full Member or Full Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Full Members having the right to vote at the meeting.
- 6.3. A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairperson. A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

Procedure on a Poll

- 6.4. A poll shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairperson of the meeting may direct. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairperson of the meeting may (and if so directed by the meeting shall) appoint scrutineers (who need not be Members) and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
- 6.5. On a poll, votes may be given either personally or by proxy. A person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
- 6.6. A poll demanded on the choice of a chairperson or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such subsequent time (within a period of 30 days from the date of the meeting) and place as the chairperson may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

7. VOTES OF MEMBERS

- 7.1. Except provided in these Articles, on a show of hands every Full Member who is present in person or by proxy shall have one vote and, on a poll, every Full Member who is present in person or by proxy shall have one vote.

Restriction on Voting etc. in Particular Circumstances

- 7.2.** If any monies payable by a Full Member to the Company (whether pursuant to these Articles or to the conditions on which such Full Member agreed to become a Full Member of the Company or otherwise) shall be outstanding and overdue, such Full Member shall not, unless the Directors otherwise determine, be entitled to:
- 7.2.1.** vote either personally or by proxy at a general meeting;
 - 7.2.2.** exercise any other right conferred by membership in relation to general meetings;
 - 7.2.3.** exercise any rights or powers conferred by these Articles on such Member to nominate, elect or appoint any Director; or
 - 7.2.4.** exercise any other right or privilege conferred by membership as may be determined by the Directors in their absolute discretion.

Validity and Result of Vote

- 7.3.** No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered. Every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.
- 7.4.** Unless a poll is taken, a declaration by the chairperson of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution.

8. QUALIFIED MAJORITIES AND RESERVED MATTERS.

- 8.1.** The following matters shall be reserved to the Full Members for decision by special resolution vote:
- 8.1.1.** Amending these Articles or the memorandum of association of the Company including without limitation amendments to the process of election of Directors;
 - 8.1.2.** Winding-up the Company;
 - 8.1.3.** Imposition of or charging any extraordinary levies on Members, including but not limited to any additional funding, other than Membership Fees, or the request of any loan, advance, or the granting of any guarantee or indemnity in favour of the Company;

- 8.1.4. Creation of any security, charge, lien or other encumbrances whatsoever over any Company's assets; and
- 8.1.5. Sale of any part of the business of the Company or the acquisition of any part of the business of any other Company.

9. CORPORATIONS ACTING BY REPRESENTATIVES

- 9.1. Any corporation which is a Full Member of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its "Corporate Representative" at any general meeting.
- 9.2. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual Member of the Company.
- 9.3. Such corporation shall, for the purposes of these Articles, be deemed to be present in person at any such meeting if a person so authorised is present at that meeting.

10. PROXIES

- 10.1. Any Full Member may appoint another person as his proxy to attend any general meeting and exercise all or any of his rights to attend and to speak and vote at general meetings. A proxy need not be a Full Member of the Company.
- 10.2. The document appointing a proxy shall be in writing in any usual or common form or in any other form which the Directors may approve. The form of proxy shall be either sealed with that Full Member's common seal or signed on its behalf by an attorney or a duly authorised officer of the Full Member. The signature on any such form of proxy need not be witnessed.
- 10.3. A form of proxy (together with the original or a certified copy of any letter of power of attorney, if the form of proxy has been signed by an attorney) must:
 - 10.3.1. for the general meeting or adjourned meeting at which it is to be used, be delivered:
 - 10.3.1.1. either to the place specified in (or in a note to) the notice convening the meeting for the delivery of forms of proxy, at least one hour before the time fixed for the start of that meeting; or
 - 10.3.1.2. to the Secretary or the chairperson of the meeting at the place where the meeting is to be held, on the day of, and before the time fixed for the start of, the meeting; and

- 10.3.2.** in the case of a poll which is not to be taken at or on the same day as the general meeting or adjourned meeting at which the relevant resolution has been proposed, be delivered:
- 10.3.2.1.** either to the place specified in (or in a note to) the notice convening the meeting for the delivery of forms of proxy, at least one hour before the time fixed for taking the poll; or
- 10.3.2.2.** to the Secretary or the chairperson of the meeting at the place where the poll is to be taken, on the day, and before the time, fixed for taking the poll.

If no place is specified in (or in a note to) the notice convening the meeting for the delivery of forms of proxy, then such forms may be delivered instead to the Office. A form of proxy will be valid for any adjournment of a meeting in addition to the meeting to which it relates, unless it is stated on the relevant form that the form of proxy cannot be used at any such adjournment. If a form of proxy relates to more than one meeting (including any adjournment of any such meetings) and has been delivered as required by this Article for or in respect of one of those meetings, it will be valid for all subsequent meetings to which it relates and need not be re-delivered.

- 10.4.** A form appointing a proxy shall be deemed to include the right to speak at the meeting.
- 10.5.** A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment to it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- 10.6.** 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.
- 10.7.** 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 on the appointor's behalf.
- 10.8.** A vote cast or demand for a poll made by a proxy shall not be invalidated by the previous death or insanity of the Member or by the revocation of the appointment of the proxy or of the authority under which the appointment was made unless written notice of such death, insanity or revocation has been received by the Company at the Office at least one hour before the commencement of the meeting or adjourned meeting or (in the case of a poll which is not taken at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

11. BOARD OF DIRECTORS

- 11.1.** The Company shall be managed by a Board of Directors that shall be responsible for the management and administration of the Company and acting together shall be authorised to sign on behalf of and otherwise represent the Company.
- 11.2.** By way of simple majority resolution the Board of Directors may adopt regulations governing its decision-making process, any internal division of its duties among the Directors and the formation and operation of any Project.
- 11.3.** The Board of Directors shall keep a written record of all resolutions of the Board. Such records will be held available for inspection by the Directors at the Office of the Company. Copies or extracts of such records will be provided to the Directors upon request, free of charge.

Directors of the Board: Number of Directors

- 11.4.** The Board shall have a maximum number of eight Directors at any time.
- 11.5.** The Company may by special resolution from time to time set and/or vary the number of Directors.

Director's Qualification

- 11.6.** No person shall be appointed as a Director unless he is an employee or officer or director of a Full Member or of an Affiliate of a Full Member.
- 11.7.** Any provision of the Statutes which, subject to the provisions of these Articles, would have the effect of rendering any person ineligible for appointment as a Director or liable to vacate office as Director on account of his having reached any specified age or requiring special notice or any other formality in connection with the appointment of any Director over a specified age, shall not apply to the Company.
- 11.8.** No person is able to act as a Director of the Company until they have reached sixteen years of age.

12. APPOINTMENT OF DIRECTORS

Appointment of Founder Directors for the Initial Period

- 12.1.** Each Founder Member shall have the right to appoint one Founder Director for the Initial Period.
- 12.2.** If, during the Initial Period, a Founder Director resigns his office or is removed from office (either by his appointing Founder Member or pursuant to Article 13.1), the relevant Founder Member shall be entitled to appoint a new Founder Director in his place.
- 12.3.** Any appointment or removal of a Founder Director pursuant to Articles 12.1 and 12.2 shall be in writing, signed by and on behalf of the Founder Member, and shall be sent or delivered to the Company at its Office. Any such appointment or removal shall take effect upon delivery of such notice to the Office.
- 12.4.** If a Founder Member ceases to be a Member during the Initial Period, that Founder Member shall be deemed, at the same time, to have given notice in writing to the Company at its Office pursuant to Article 12.3 to remove, with immediate effect, any Founder Director appointed by such Founder Member.

Appointment of Directors Following the Initial Period

12.5. Election of Directors

- 12.5.1.** At the second annual general meeting and, thereafter, at successive annual general meetings every two years, the Full Members shall, by special resolution in accordance with Article 8.1.6, vote on the election of each of the Directors on the Board.
- 12.5.2.** If, following such election process there are less than the maximum number of Directors set out in Article 11.4 on the Board, subject always to Article 11.5, the Full Members shall resolve to appoint new Directors to the Board in accordance with the method set out in Articles 12.6 to 12.14, for the period to the next annual general meeting when the election of Directors will occur as set out in Article 12.5.1.
- 12.6.** Following the Initial Period, no Director may be appointed unless he has been nominated or otherwise appointed in accordance with the procedure set out in the following provisions of this Article 12.
- 12.7.** Each Full Member may nominate one person for appointment as a Director
- 12.8.** Any such nomination shall be made on a nomination form supplied by the Company. Such form must be lodged at the Office by the time

specified on the relevant form (which, in any event, shall be no later than 14 days following expiry of the Initial Period and each successive 24 month period thereafter) and, if not so returned, shall not be valid. Such form must also include, or be accompanied by a notice in writing signed by the person so nominated indicating his willingness to be appointed as Director and the particulars which would, if such person were to be so appointed, be required to be included in the Company's statutory books. If the nomination form does not include or is not accompanied by such consent and/or particulars, the nomination will not be treated as valid.

- 12.9.** The nomination form shall be in such form as the Directors may from time to time specify.
- 12.10.** After the closing date for receipt of nominations specified on the nomination form (the "Closing Date"), the Company shall confirm that each person nominated satisfies the requirements set out in Article 12.8. The Company shall then compile a list of the persons nominated in accordance with the nomination procedure set out above in such form as the Directors may from time to time specify. A copy of the list of nominees shall be sent to each Member no later than 7 days after the Closing Date.
- 12.11.** Each Full Member shall be entitled to one vote in respect of each appointment to be made to the Board, provided that in the event there is more than one vacancy on the Board, no Full Member may exercise a vote in respect of the same nominee more than once.
- 12.12.** The nominees list including each Full Member's votes in respect of the nominations must be returned by or on behalf of the relevant Full Member to the Office no later than 14 days after the Closing Date and, if not so returned, shall not be treated as valid and any votes shown on such list shall not be counted.
- 12.13.** The nominees receiving the highest number of votes shall be appointed as Directors to the vacant positions on the Board.
- 12.14.** If two or more persons have received an equal number of votes and the appointment of both persons as Directors would result in a breach of the maximum number of Directors set out in Article 11.4, the Directors at that time shall call a general meeting in order to cast a vote only for those persons.
- 12.15.** If, at any time following the election of Directors at the beginning of each successive period pursuant to Article 12.5, the number of Directors is less than the number specified in Article 11.4, the remaining Directors shall call a general meeting of the Full Members in order to fill such vacancy or vacancies. Until the vacancy or vacancies (as appropriate) have been filled the Directors shall not, without the consent of the Full Members, be entitled to take any steps other than those required to bring into effect any resolutions validly passed prior to

the vacancy (or vacancies) occurring or to effect the appointment of the new Director(s).

13. REMOVAL AND RESIGNATION OF DIRECTORS

13.1. Without restricting or limiting in any way the provisions of Article 12, a Director shall cease to be a Director if:

13.1.1. he delivers a signed, written resignation to the Office or if he offers in writing to resign and the Directors resolve to accept such resignation;

13.1.2. he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director;

13.1.3. he has a bankruptcy order made against him or settles or agrees terms with his creditors generally or applies to the court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that legislative act or any similar action or proceedings in any other jurisdiction occur;

13.1.4. in England or elsewhere an order is made by any court having the right so to do, on grounds (however formulated) of mental disorder, for his detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs; or

13.1.5. he ceases to be an employee or officer or director of a Full Member or of an Affiliate of a Full Member or otherwise contractually obliged to a Full Member or to an Affiliate of a Full Member.

13.2. Notwithstanding any agreement between the Company and the relevant Director (but without limiting or restricting any claim he may have for damages for breach of any such agreement), the Company may in accordance with and subject to the provisions of the Statutes by a special resolution of the Full Members remove any Director from office provided that where such removal is effected, Article 12.11 shall apply.

14. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

14.1. Subject to the provisions of the Statutes, the memorandum of association and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board of Directors who may exercise all the powers of the Company, which are not, by the Statutes or by these Articles required to be exercised by the Company in general meeting. No alteration of the

memorandum or these Articles and no direction given by special resolution shall invalidate any prior act of the Board of Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited or restricted by any special power given to Board of Directors by any other Article.

- 14.2.** All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Board of Directors shall from time to time by resolution determine.

Delegation of Powers

- 14.4.** The Board of Directors may from time to time, by power of attorney or otherwise as admitted by law, appoint any Director or the Operating Officer to be the attorney or agent of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board of Directors under these Articles) and for such period and subject to such conditions as they may think fit. The Board of Directors may also authorise any such attorney or agent to sub-delegate all or any of the powers, authorities and discretions vested in him.
- 14.5.** The Board of Directors may delegate any of its powers to any committee consisting of three or more Directors, provided that no Project shall constitute such a committee. Any such delegation may be made subject to any conditions the Board of Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with three or more Directors shall be governed by these Articles regulating the proceedings of the Board of Directors so far as they are capable of applying.

15. PROCEEDINGS OF THE BOARD OF DIRECTORS

- 15.1.** Subject to the provisions of these Articles, the Directors may meet together and regulate their proceedings as they think fit. At any time a Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Secretary to give such notice. Reasonable notice (being at least one month or such shorter period as all Directors may agree at the time) of a meeting of Directors must be given to all Directors (including those resident outside and/or absent from the United Kingdom). Any Director may waive notice of any meeting and any such waiver may be retroactive.

Quorum

- 15.2.** The quorum necessary for the transaction of business shall be such number of Directors as shall collectively represent a 2/3 majority of all Directors, in each case present throughout the meeting. A person who holds office only as an alternate director shall, if his appointer is not present, be counted in the quorum.
- 15.3.** A meeting of the Directors at which a quorum is present shall be competent to exercise all the powers and discretions for the time being exercisable by the Directors. Unless a quorum is present, no proposal is to be voted on, except a proposal to call another meeting.

Chairperson

- 15.4.** The Directors shall appoint a chairperson for any Board period from among their number.

Voting

- 15.5.** Except as otherwise provided in these Articles, resolutions proposed for consideration or other questions arising at any meeting of the Directors shall be determined by a majority of votes. In the case of a deadlocked resolution, the chairperson shall not have a second, casting vote.
- 15.6.** A Director who is also an alternate director shall be entitled in the absence of his appointer to a separate vote on behalf of his appointer in addition to his own vote.

Resolutions of Directors in Writing

- 15.7.** A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of the Board of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate director need not also be signed by his appointer and, if it is signed by a Director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

Meetings Using Electronic Means or Other Forms of Telecommunication

- 15.8.** Meetings of the Board of Directors may also be held by audio or video conference or by the use of such other communications facilities as permit each person participating in the meeting to speak to and hear all other persons participating therein. A person in communication by

electronic means with the chairperson and with all other parties to a meeting of the Board of Directors or of a committee of the Board of Directors shall be regarded for all purposes as personally attending such a meeting but only for so long as at such meeting he has the ability to communicate interactively and simultaneously with all other parties attending the meeting including all persons attending the meeting by electronic means. Such meeting shall be deemed to have been held at the place (and time) where the chairperson of the meeting is located.

- 15.9.** Participation in a meeting of the Board of Directors or of a committee of the Board of Directors in accordance with Article 14.5 shall be deemed to constitute presence in person at such meeting.

Validity of Proceedings

- 15.10.** All acts done by a meeting of the Board of Directors, or of a committee of the Board of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

Minutes

- 15.11.** The Board of Directors shall cause minutes to be made in books kept for the purpose of recording:
- 15.11.1.** all appointments of officers made by the Board of Directors; and
 - 15.11.2.** all proceedings at meetings of the Company and of the Board of Directors, and of committees of the Board of Directors, including the names of the Directors present at each such meeting.
- 15.12.** The Directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

16. DIRECTORS' INTERESTS

- 16.1.** If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is in any way directly or indirectly interested, that Director shall be counted as participating in the decision-making process for quorum or voting purposes provided that the relevant interest either: (a) has been duly declared in accordance with Section 177 or Section 182 of the Companies Act, as the case may require; or (b) is not required by the terms of either of those sections to be declared.
- 16.2.** So long as the relevant interest falls within Article 16(1) (a) or 16(1) (b), a Director who is in any way whether directly or indirectly interested in an existing or proposed transaction with the company:
- (a) may be a party to, or otherwise interested in, in any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - (b) 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 any such matter or proposed matter in which he is interested
 - (c) 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; and
 - (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.

17. CONFLICTS OF INTERESTS

- 17.1.** For the purposes of Section 175 of the Act, the Directors may authorise any matter proposed to them in accordance with these Articles which would, if not so authorised, constitute or give rise to an infringement of duty by a Director under that section.
- 17.2.** Authorisation of a matter under Article 17(1) shall be effective only if:
- (a) the matter in question shall have been proposed by any person for consideration at a meeting of the Directors, in accordance with the Directors' procedures, if any, for the time being relating to matters for consideration by the Directors or in such other manner as the Directors may approve;
 - (b) a general notice is given to the Board of Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested;
 - (c) 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 any other interested Director (together the "Interested Directors"); and

(d) the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the 'Interested Directors' had not been counted.

- 17.3.** Any authorisation of a matter pursuant to Article 17(1) shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- 17.4.** Any authorisation of a matter under Article 17(1) shall be subject to such conditions or limitations as the Directors may specify, whether at the time such authorisation is given or subsequently, and may be terminated or varied by the Directors at any time. A Director shall comply with any obligations imposed on him by the Directors pursuant to any such authorisation.
- 17.5.** A Director shall not, by reason of his office or the fiduciary relationship thereby established, be accountable to the company for any remuneration or other benefit which derives from any matter authorised by the Directors under Article 17(1) and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such remuneration or other benefit or on the ground of the Director having any interest as referred to in the said Section 175 of the Act.
- 17.6.** A Director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a Director or officer or employee of the Company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his connection with that other person conflicts, or possibly may conflict, with the interests of the Company, this Article 17(6) applies only if the existence of that connection has been authorised by the Directors under Article 17(1). In particular, the Director shall not be in breach of the general duties he owes to the Company by virtue of Sections 171 to 177 of the Act because he fails –
- (a) to disclose any such information to the Directors or to any Director or other officer or employee of the Company; and/or
 - (b) to use any such information in performing his duties as a Director or officer or employee of the Company.
- 17.7.** Where the existence of a Director's connection with another person has been authorised by the Directors under Article 17(1) and his connection with that person conflicts, or possibly may conflict, with the interests of the company, the Director shall not be in breach of the general duties he owes to the Company by virtue of Sections 171 to 177 of the Act because he –
- (a) absents himself from meetings of the Directors or any committee thereof at which any matter relating to the conflict of interest or

possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or
(b) makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company and/or for such documents and information to be received and read by a professional adviser, for so long as he reasonably believes such conflict of interest (or possible conflict of interest) subsists.

- 17.8.** The provisions of Articles 17(6) and 17(7) are without prejudice to any equitable principle or rule of law which may excuse the Director from:
- (a) disclosing information, in circumstances where disclosure would otherwise be required under these articles or otherwise; or
 - (b) attending meetings or discussions or receiving documents and information as referred to in Article 17(7), in circumstances where such attendance or receiving such documents and information would otherwise be required under these articles.
- 17.9.** For the purposes of this Article, a conflict of interest includes a conflict of interest and duty and a conflict of duties.

18. REMUNERATION OF DIRECTORS

- 18.1.** The Directors shall not be entitled to any ordinary remuneration or fees, unless and until determined by the Company by special resolution of the general meeting.
- 18.2.** No gratuities, pensions or other retirement, superannuation, death or disability benefits shall be payable to (or to any person in respect of) any Director or ex-Director unless and until determined by special resolution of the general meeting. If any such gratuities, pension or other benefits are so approved, the Directors shall have the power to pay and agree to pay the same and, for the purpose of providing any such gratuities, pensions or other benefits, to contribute to any scheme or fund or to pay premiums.

19. OPERATING OFFICER

- 19.1.** The Board of Directors may from time to time appoint an Operating Officer on such terms and for such period as they may (subject to the provisions of the Statutes) determine. The Board of Directors may, without limiting or prejudicing in any way the terms of any contract entered into in any particular case, at any time revoke or vary the terms of any such appointment.
- 19.2.** The Board of Directors is authorised to decide to remunerate the Operating Officer by way of salary, commission or other means or may provide such other benefits as they may determine by a simple majority of the Directors present and voting at that meeting. For the avoidance of doubt, the Operating Officer (if appointed at the time) shall be

entitled to attend any meeting of the Board of Directors at which such matters are to be discussed, but shall not be entitled to count in the quorum or to vote.

- 19.3.** The Board of Directors may entrust to and confer upon the Operating Officer any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers. The Board of Directors may from time to time revoke, withdraw, alter or vary all or any of such powers.

20. ALTERNATE DIRECTORS

- 20.1.** Any Director (other than an alternate director) may appoint any other Director, or any other person willing to act, to be an alternate director and may remove from office an alternate director so appointed by him. The number of alternate directors shall be limited to one per director.
- 20.2.** An alternate director shall be entitled to receive notice of all meetings of the Board of Directors, to attend and note at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointer as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director.
- 20.3.** An alternate director shall cease to be an alternate director if his appointer ceases to be a Director.
- 20.4.** Any appointment or removal of an alternate director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Board of Directors.
- 20.5.** Save as otherwise provided in these Articles, an alternate director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

21. SECRETARY

- 21.1.** Any Secretary appointed by the Board of Directors is on such terms, remuneration and conditions as they may think fit and any Secretary so appointed may be removed by them. Any such removal shall not, of itself, limit or restrict any claim for damages which he may have for breach of any contract of service between him and the Company.
- 21.2.** The Board of Directors may, if they think fit, appoint two or more persons as joint Secretaries. The Board of Directors may also appoint from time to time on such terms as they may think fit, one or more deputy and/or assistant Secretaries.

22. THE COMMON SEAL

- 22.1.** The Board of Directors shall ensure that the common seal is kept in safe custody and that it shall not be used without the authority of the Board of Directors or of a committee of the Directors which has been appropriately authorised by the Board of Directors.
- 22.2.** Every document on which the common seal shall be put shall be signed autographically by either one Director or any person authorised by the Directors for the purpose of signing documents to which the common seal is applied, in the presence of a witness who attests the signature.
- 22.3.** Any document signed by two Directors or by one Director in the presence of a witness who attests the signature and expressed to be by the Company shall have the same effect as if executed under the common seal.
- 22.4.** The Company may exercise the powers conferred by the Statutes to have an official seal for use abroad. Such powers shall be vested in the Board of Directors.

23. MEMBERS' CONTRIBUTIONS

- 23.1.** On the basis of the budget of the Company for the relevant financial year, such budget to be prepared by the Board of Directors for presentation at each annual general meeting of the Company pursuant to Article 3.1, and adopted by simple majority of the members – with or without amendments - the Board of Directors shall by resolution adopted with a 2/3 majority of all Directors, in each case present throughout the meeting determine the Membership Fee payable by each Member (which contribution shall be identical for each membership category). The Membership Fees for the forthcoming financial year shall be reflective of the costs and requirements of the Company for that year, as determined in the budget, and shall be notified to the Members prior to the annual general meeting.
- 23.2.** If the Board of Directors determines at any time during a financial year that additional funds in excess of the Membership Fees, are required by the Company, it may call a general meeting of the Members at which a special resolution pursuant to Article 8.1.3 shall be proposed. If the aforementioned special resolution is adopted by the Full Members, the requirement to provide the approved additional funding shall be apportioned equally between all Members.
- 23.3.** The Membership Fees and any additional funds requested and duly approved in accordance with these Articles shall be paid by each Member, as appropriate, within 45 days of receipt of notification thereof from the Board of Directors.

23.4. Non-compliance with its payment obligation within the period referred to above shall constitute a material breach of the relevant Member's obligations, and in such case all rights pertaining to membership of the Company (but for the avoidance of doubt not the obligations under the memorandum of association as mentioned in Article 1.3 and Articles) shall be suspended in respect of such Member.

23.5. The Membership Fee and any amounts payable by the Members shall be applied by the Company for the purposes specified in the budget of the Company, as the same is annually approved by a resolution of the Board of Directors.

24. ACCOUNTS

A Member shall only have the right to inspect the accounting records or other books or documents of the Company if so authorised by the Board of Directors or by an ordinary resolution of the Company.

25. AUDITORS

25.1. Subject to the provisions of the Statutes, all acts done by any person acting as an auditor shall, as regards all persons acting in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently became disqualified.

25.2. An auditor shall be entitled to attend any general meeting and to receive notice of, and other communications relating to, any general meeting which any Member is entitled to receive, and to be heard at any general meeting on any part of the business of the meeting which concerns him as auditor.

26. NOTICES

26.1. Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

26.2. Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

26.3. A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

- 26.4.** Where any such notice is served or sent by post, service or delivery shall be deemed to be effected at the expiry of twenty-four hours (or, where second class mail is employed, forty-eight hours or where air mail is employed, seventy-two hours) after the time when the cover containing the same is posted. In proving such delivery or service, it shall be sufficient to prove that such cover was properly addressed, stamped and posted. Any service by electronic mail shall be deemed to have been served upon mailing provided that a valid report has been received within twenty-four hours after mailing. Any notice served by facsimile transmission shall be deemed to have been served twelve hours after the time of dispatch provided that a valid receipt report has been received within that time.
- 26.5.** The accidental failure to send, or the non-receipt by any person entitled to, any notice of or any document relating to any meeting or other proceeding shall not invalidate the relevant meeting or other proceeding.
- 26.6.** Nothing in any of this Article shall affect any requirement of the Statutes that any particular offer, notice or other document be served in any particular manner.

27. DISSOLUTION; WINDING UP

- 27.1.** The Board of Directors shall have the power, in the name and on behalf of the Company, to present a petition to the Court for the winding up of the Company.
- 27.2.** On winding up, any surplus of assets shall be distributed between the Members in proportion to their overall financial contributions to the Company since incorporation of the Company.

28. INDEMNITY

- 28.1.** A Director of the Company may be indemnified out of the company's assets against any liability incurred by that director in connection with negligence, default, breach of duty or breach of trust in relation to the company or an associated company. This article does not authorise any indemnity, which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 28.2.** Without restricting or reducing in any way the scope of this Article 28, the Board of Directors shall have the power to purchase and maintain insurance for, or for the benefit of, any persons who are or were at any time Directors, officers, employees or auditors of the Company or who are or were at any time trustee of any pension fund or employees' share scheme in which employees of the Company are interested, (including, without limitation, insurance against any liability in connection with negligence incurred by such persons in respect of any act or omission in the actual or purported exercise of their powers

and/or otherwise in relation to their duties, powers or offices in relation to the Company).