

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

CREATORS' RIGHTS ALLIANCE (the "Company")

(Adopted by special resolution passed on [DATE])

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

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;

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

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;

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;

Interested Director: has the meaning given in article 14.1;

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

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (S/2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

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

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 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.3 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.4 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.

1.5 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.

1.6 The Model Articles shall not apply to the Company.

2. **OBJECT**

The object for which the Company is established is to promote, protect and further the interests of creators.

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 s/he is a Member or within one year after s/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.

DIRECTORS

7. DIRECTORS' GENERAL AUTHORITY AND MEMBERS' RESERVE POWER

7.1 Subject to these Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the power of the Company. The powers given by this article shall not be limited by any special power given to the directors by these Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

7.2 The Members may, by special resolution, direct the directors to take, or refrain from taking, specified action. No such special resolution invalidates anything which the directors have done before the passing of the resolution.

8. DELEGATION

8.1 The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any director holding any executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered by the directors at any time. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by these Articles regulating the proceedings of directors so far as they are capable of applying.

9. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors shall not be less than five.

10. APPOINTMENT, REMOVAL AND RETIREMENT OF DIRECTORS

10.1 Member directors - A Member director is (i) any Member who is a natural person, or (ii) in the case of any Member which is a body corporate or trade union, the nominated representative of such Member, and, in each case, subject to him/her being willing to act as a director and being permitted by law to do so, who is appointed as a director by ordinary resolution,

subject to a maximum of six Member directors so appointed, or such other number as may be approved by ordinary resolution.

10.2 Additional directors - In addition to the Member directors appointed in accordance with article 10.1 above, the directors may by majority vote appoint a maximum of three persons who are willing to act and offer relevant skills and experience to be additional directors; the number of such additional directors shall not exceed one half of the total number of directors. If at any time the number of additional directors does exceed this threshold, the directors shall promptly call a meeting of the Members to vote on the appointment of such number as Member directors, or the removal of such number of additional directors, as shall be necessary to achieve the threshold.

10.3 Of the directors appointed pursuant to articles 10.1 and 10.2, the directors shall by majority vote select one to take on the role of treasurer and one to take on the role of chair.

10.4 The chair and treasurer shall each be appointed for terms of twelve months, At the end of the applicable (initial) term, the chair and treasurer shall retire in that capacity unless re-elected. Re-election may take place as follows:

- (a) If the chair or treasurer wishes to stand for re-election, s/he shall notify the [chair, or in the case of the chair, the treasurer] of this not less than four (4) weeks prior to the annual general meeting;
 - (b) If the other directors vote by a simple majority in favour of the chair's or treasurer's re-election, that /chair/treasurer shall be re-elected, subject to article 10.4(c);
 - (c) The chair may not serve more than three (3) consecutive terms in that capacity. Where three (3) consecutive terms have been served by a chair in that capacity, s/he may not stand for re-election as chair unless a minimum of twelve (12) months has lapsed since s/he last served as a chair.
- 10.5 For the avoidance of doubt any Chair or treasurer must at all times be an elected director during their term of office.
- 10.6 Any Member director shall be deemed to have served notice to retire as a director forthwith upon ceasing to be, or upon his/her appointing body corporate or trade union ceasing to be, a Member. Any Member director who is the nominated representative of a Member that is a body corporate or trade union shall be deemed to have served notice to retire as a director forthwith upon ceasing to be the nominated representative of that Member ("outgoing representative") and in this case that Member shall have the right to nominate another representative to act as a director until the next election at which point that representative must retire notwithstanding any longer term that the outgoing representative would have acted as a director.
- 10.7 Any director (both Member directors and additional directors) may be removed at any time by an ordinary resolution of the Members.
- 10.8 The directors may by a simple majority vote to terminate the directorship of any Member director who has failed to participate in half or more of board meetings called in accordance with these Articles over the course of a calendar year.
- 10.9 Directors shall be appointed for three-year terms, provided that the first Member directors of the Company shall be appointed for an initial term of two, three or four years as follows: the first 2 such directors to be appointed, shall be appointed for an initial term of two years; the next 2 such directors shall be appointed for an initial term of three years, and the final 2 such directors to be appointed shall be appointed for an initial term of four years. At the end of the applicable (initial) term each director shall retire unless re-elected pursuant to article 10.8.
- 10.10 Re-election may take place as follows:
 - (a) If a director wishes to stand for re-election, s/he shall notify the [chair, or in the case of the chair, the treasurer] of this not less than eight (8) weeks prior to the annual general meeting;

- (b) If Members vote by a simple majority in favour of the director's re-election, that director shall be re-elected, subject to article 10.8(c) and (d);
- (c) Directors may not serve more than two (2) consecutive terms. Where two (2) consecutive terms have been served, a director may not stand for re-election unless a minimum of twelve (12) months has lapsed since s/he last served as a director;

11. CALLING A DIRECTORS' MEETING

- 11.1 Any director may call a directors' meeting by giving not less than five (5) Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice. The accidental omission to give notice of a meeting to, or the non-receipt of notice by, any director shall not invalidate the proceedings at that meeting.

12. QUORUM FOR DIRECTORS' MEETINGS

- 12.1 The quorum for the transaction of business at a meeting of directors is any three directors including not less than two Member directors who are entitled to vote on the business in question or such other number as the directors may agree by majority vote.
- 12.2 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- to call a general meeting so as to enable the Members to appoint further directors.

13. PROCEEDINGS OF DIRECTORS

- 13.1 Directors shall be appointed and removed in accordance with article 10.
- 13.2 Subject to the Act and the provisions of these Articles, the directors may regulate their proceedings as they think fit. Questions arising at a meeting shall be decided by a majority of votes.
- 13.3 Any director may participate in a meeting of directors by means of any communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest number of participators is assembled or if no such group can be identified at the location of the chair.
- 13.4 Subject to article 14, a director present at a meeting of directors or at a committee meeting shall be entitled to vote at that meeting.

- 13.5 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chair or other director chairing the meeting shall have a casting vote.
- 13.6 A decision of the directors may be made in writing taken in accordance with this article when all eligible directors (in accordance with article 14) indicate to each other by written resolution that they share a common view on a matter. A resolution in writing is a resolution, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing. 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.
- 13.7 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.
- 13.8 The directors shall keep written minutes of all meetings and other proceedings of directors.

14. DIRECTORS' CONFLICTS OF INTEREST

- 14.1 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 or her duty to avoid conflicts of interest under section 175 of the Act.
- 14.2 Any authorisation under this article 14 shall be effective only if:
- (a) 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.
- 14.3 Any authorisation of a Conflict under this article 14 may (whether at the time of giving the authorisation or subsequently) be made subject to such conditions as the directors consider appropriate.
- 14.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself/herself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

14.5 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.

14.6 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided s/he has declared the nature and extent of his/her 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 eligible to vote and count in the quorum 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 s/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 s/he is interested;
- (d) shall not, save as s/he may otherwise agree, be accountable to the Company for any benefit which s/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/her duty under section 176 of the Act.

15. DIRECTORS' REMUNERATION AND EXPENSES

15.1 The directors (including chair and treasurer) shall not be entitled to receive any remuneration.

15.2 The directors (including chair and treasurer) may be reimbursed, in accordance with any policy agreed by the directors all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees, Members meetings or otherwise in connection with the discharge of their duties.

16. 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.

17. CHANGE OF COMPANY NAME

The name of the Company may be changed by a special resolution of the Members, or otherwise in accordance with the Act.

MEMBERS: BECOMING AND CEASING TO BE A MEMBER

18. MEMBERSHIP

18.1 The Company shall be entitled to admit to Membership an individual or organisation which:

- (a) Is eligible to be a Member in accordance with article 18.2 below;
- (b) applies to the Company using the application process set out in article 18.3 below or otherwise approved by the directors; and
- (c) is approved by the directors.

18.2 In order to be eligible to be elected as a Member of the Company, a prospective member must be an organisation or a natural person representing a substantial number of persons falling into any one or more of the categories set out below and representing the interests of those persons and under the democratic control of those persons. The categories shall be:

- (i) authors of original literary, dramatic, musical or artistic works;
- (ii) producers or principal directors of films;
- (iii) performers of literary, dramatic, musical and artistic works;
- (iv) designers of original designs and semiconductor topography; and
- (v) compilers or creators of databases.

Collective management organisations and organisations representing agents qualify for associate membership.

18.3 Prospective members may apply in writing to the Company for admission, or admission of a nominated natural person in such form as the directors at that time require and shall be accompanied by the subscription fee for the first year. The subscription fee will be refunded if the application is not accepted. The directors may require an applicant to supply such evidence of eligibility as they consider to be reasonably necessary. The directors shall have full discretion to accept or refuse an application

but must give reasons for any refusal. The directors may recommend that an applicant be offered associate membership but in that case the application will be referred to the Membership in accordance with Clause 18.4. If an application is refused the candidate may ask the directors to reconsider and, if they are still refused may ask the matter to be considered by the Members. In that case the directors will table the membership application to be considered at the next meeting of Members following receipt of the application. The Members shall have full discretion to accept or refuse an application may accept or reject the application and shall not need to give any reason for refusal and shall not be obliged to reconsider.

18.4 The Members may by simple majority resolve to admit any organisation (or its nominated representative) that is supportive of the Company's objects to meetings and General Meetings as an associate member. This organisation's representative may fully participate in policy discussions but may not vote on resolutions or any Board business. Prospective associate members may apply in writing to the Company for admission, or admission of a nominated natural person in such form as the directors at that time require and shall be accompanied by the subscription fee for the first year. The subscription fee will be refunded if the application is not accepted. The directors may require an applicant to supply such evidence of eligibility as they consider to be reasonably necessary. The directors shall make a recommendation whether to accept or refuse and will table the membership application to be considered at the next meeting of Members following receipt of the application. The Members shall have full discretion to accept or refuse an application may accept or reject the application and shall not need to give any reason for refusal and shall not be obliged to reconsider .

18.5 On acceptance as a Member, the name and address of each Member shall be entered in the Register of Members which is kept at the registered office of the Company.

18.6

19. SUBSCRIPTION

19.1 All Members (regardless of class of Member) must pay to the Company an annual subscription fee, of such amount as the Members may decide by simple majority in relation to each class. The subscription fee due from each class for the next subscription year shall be decided at least three months prior to the end of the then current subscription year and in absence of any adjustment being agreed, the subscription fees shall remain at the rates in force for the then current subscription year. Any adjustment to the subscription fee so decided shall take effect from the start of the next subscription year.

19.2 The Members may agree by simple resolution that the subscription fee may be reduced for specified Members due to special circumstances and, in that case, it is accepted that this reduction need not be extended to other Members of the same class.

20. TRANSFER AND TERMINATION OF MEMBERSHIP

20.1 A Member may not transfer membership to another person.

20.2 The membership of a Member shall terminate:

- (a) Automatically and forthwith when a Member dies or becomes bankrupt (if an individual or partnership) or goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company (if a company);
- (b) On the expiry of one month's written notice given by the Member to the Company at any time;
- (c) Automatically and forthwith if the Member's subscription fee is not paid within three (3) months of the due date;
- (d) Automatically and forthwith if the Member is convicted of an indictable offence;
- (e) On termination of the Member's membership pursuant to article 20.3.

20.3 The Members may by ordinary resolution passed at a meeting of the Members vote to terminate the Membership of any Member without the Member's consent if the Members decide that 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; or
- (d) has ceased to be eligible for membership in accordance with article 18.2.

20.4 The Member shall be notified in writing of the proposed resolution to remove it as a member. At the meeting of the Members and before the vote on the resolution, the Member shall have the opportunity to be heard in writing or in person as to why membership should not be terminated. There shall be no right to appeal from a decision to terminate the membership of a Member.

20.5 Any person or corporation ceasing to be a Member shall be removed from the Register of Members. However, a member who has been removed as a Member and had its name deleted from the Register of Members pursuant to article 20.2(c), shall have the right to be reinstated as a Member and to have its name re-entered in the Register if it pays the outstanding subscription fee within one month of being removed as a Member pursuant to article 20.2(c).

- 20.6 A Member whose Membership is terminated under article 20.2 or 20.3 shall not be entitled to a refund of any subscription fee.

DECISION MAKING BY MEMBERS

21. GENERAL MEETINGS

- 21.1 The Company shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be decided by the directors and shall specify the meeting as such in the notice calling it, provided that every annual general meeting except the first shall be held not more than fifteen months after the holding of the preceding annual general meeting, and that so long as the Company holds its first annual general meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.
- 21.2 The directors may call general meetings whenever they consider necessary or, on the requisition of Members pursuant to the provisions of the Act, shall convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not sufficient directors within the United Kingdom to call a general meeting, any director or any Member of the Company may call a general meeting.
- 21.3 All matters to be decided by the Members in accordance with these Articles shall be decided in a general meeting by simple majority of the Members, unless the Act or these Articles otherwise permit or require.

22. 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.

23. POLL VOTES

- 23.1 A poll may be demanded at any general meeting by the chair, the directors or by any two or more Members having the right to vote on the resolution who are present and entitled to vote at the meeting. It may be demanded in advance of the general meeting where it is to be put to the vote or at the general meeting either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

23.2 A demand for a poll may be withdrawn if the poll has not yet been taken and if the chair consents to the withdrawal. A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

24. PROXIES

24.1 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the following form (or in a form as near to it as circumstances allow or in any other form which is usual or which the directors may approve):

"Creators' Rights Alliance

I/We, _____, of _____, being a member/members of the above-named company, hereby appoint [_____] of [_____], or failing him/her, [_____] of [_____], as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the company to be held on 20[_____], and at any adjournment of that meeting.

Signed on 20[_____]."

24.2 Where it is desired to afford a Member an opportunity of instructing the proxy how s/he shall act the appointment of a proxy shall be in the following form (or in a form as near to it as circumstances allow or in any other form which is usual or which the directors may approve):

"Creators' Rights Alliance

I/We, _____, of _____, being a member/members of the above-named company, hereby appoint [_____] of [_____], or failing him/her, [_____] of [_____], as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the company to be held on 20[_____], and at any adjournment of that meeting.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 *for *against

Resolution No 2 *for *against.

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting.

Signed this day of 20[_____]"

24.3 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified by the person giving it or in some other way approved by the directors may:

- (a) in the case of an instrument in writing, be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:
 - (i) in the notice convening the meeting; or
 - (ii) in any instrument of proxy sent out by the Company in relation to the meeting; or
 - (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received at such address no fewer than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
- (c) in the case of a poll taken more than forty-eight hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (d) where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the secretary or to any director, and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

24.4 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

ADMINISTRATIVE ARRANGEMENTS

25. MEANS OF COMMUNICATION TO BE USED

25.1 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.

25.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

26. 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.