

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

DYNAMIC SPECTRUM ALLIANCE LIMITED (the "Company")

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Advisor Member: means a Member who signs the applicable Member Agreement and pays the applicable fees for such class of membership and otherwise qualifies for membership in the class in accordance with Article 8.3(c);

Affiliate: means in relation to any person ("that person") (a) any subsidiary of that person; (b) any holding company of that person and any subsidiary of that holding company; (c) any individual who controls that person; or (d) any body corporate controlled by (i) that person (being an individual) or (ii) any person and an Affiliate of that person (within (a), (b), (c) or (d) (i));

Appointor: has the meaning given in Article 32.1;

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

Board: means the Company's board of directors;

Business Day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Charter Member: means a Member who signs the applicable Member Agreement and pays the applicable fees for such class of membership and otherwise qualifies for membership in the class in accordance with Article 8.3(a);

Company Secretary: means a person appointed pursuant to Article 35;

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;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors excluding (a) in relation to the approval of an Interested Transaction or the authorisation of a Conflict pursuant to Article 30, any director whose vote is not to be counted in respect of the particular matter and (b) in relation to the termination of membership of a Member pursuant to Article 10.1, a director that represents such Member;

Executive Director: means a person who is not a director of the Company who is engaged by the Board to manage the administration of the Company and to provide such other services as the Board may designate;

Good Standing: means that the Member currently meets the eligibility requirements of Articles 7 and 8 and is current on its dues payments;

Interested Director: has the meaning given in Article 30.1;

Interested Transaction: has the meaning given in Article 30.7;

IPR Policy: means the policy entitled “Dynamic Spectrum Alliance Intellectual Property Rights Policy” as adopted by the Board and as amended from time to time;

Member: means a person that meets the requisite qualifications of, and has been admitted as, an Advisor, Charter, Observer, or Promoter member of the Company in accordance with Article 7;

Member Agreement: means the applicable Member Agreement (Charter, Promoter, Advisor, Observer or other form of Member Agreement) approved by the Board and applicable to the Member;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 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;

Notice: means a notice given in accordance with Article 38.

Observer Member: means a Member who signs the applicable Member Agreement and pays the applicable fees for such class of membership and otherwise qualifies for membership in the class in accordance with Article 8.3(d);

Policy Position: means a substantive public position the Company intends to take in furtherance of its object as set forth in Article 2;

Promoter Member: means a Member who signs the applicable Member Agreement and pays the applicable fees for such class of membership and otherwise qualifies for membership in the class in accordance with Article 8.3(b);

Work Group: has the meaning given in Article 37.3.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and do not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "**article**" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression is construed as illustrative and does not limit the sense of the words preceding those terms.
- 1.7 The Model Articles apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Model Article 2 (Liability of members), Article 7 (Directors to take decisions collectively), Article 8 (Unanimous decisions), sections (1) of Article 9 (Calling a directors' meeting), subsections (2) and (3) of Article 11 (Quorum for directors' meetings), Article 13 (Casting vote), sections (1), (2), (3) and (4) of Article 14 (Conflicts of interest), section (2) of Article 17 (Methods of appointing directors), sections (2) and (3) of Article 22 (Termination of membership), section (2) of Article 30 (Poll votes), Article 35 (Company seals), Article 38 (Indemnity), and Article 39 (Insurance) do not apply to the Company.
- 1.9 Model Article 20 (Directors' expenses) is amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

2. OBJECT

The object for which the Company is established is to promote the adoption of laws and regulations that increase dynamic access to unused radio spectrum; and to that end:-

- (a) to support efforts to gain a better understanding of spectrum use around the globe;
- (b) to be technology-neutral and support regulations allowing for the co-existence of a variety of technology platforms;
- (c) to support making unused spectrum available for dynamic spectrum access in licensed, license-exempt (unlicensed), and lightly licensed spectrum bands;
- (d) to support dynamic spectrum access across a variety of complementary spectrum bands;
- (e) to support the use of geolocation databases and other interference protection mechanisms;
- (f) to support globally harmonized dynamic access to unused spectrum; and
- (g) to support long-term efforts to develop regulations making dynamic spectrum access the default mode of access to radio spectrum, with technical rules that address legitimate interference concerns.

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 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) 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;

- (e) 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;
- (f) 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;
- (g) enter into contracts to provide services to or on behalf of other bodies;
- (h) provide and assist in the provision of money, materials or other help;.
- (i) 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;
- (j) incorporate subsidiary companies to carry on any trade or activity; and
- (k) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of the object set out in Article 2.

4. NOT FOR DISTRIBUTION

4.1 The income and property of the Company will be applied solely in promoting the object of the Company as set out in Article 2.

4.2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles prevents 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 direct expenses properly incurred by any director, alternate director, or company secretary in accordance with Model Article 20 (as amended), excluding expenses for travel and lodging.

5. WINDING UP

On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the Members will not be paid or distributed to such Members but will be transferred to another body (charitable or otherwise):

- (a) with objects similar to those of the Company; and

- (b) which prohibits the distribution of its or their income to its or their members,

such body to be determined by the Members at 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 it is a Member or within one year after it ceases to be a Member, for

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

MEMBERS

7. ADMISSION TO MEMBERSHIP

7.1 No person or entity may become a Member unless it has:

- (a) completed an application for membership in a form approved by the directors from time to time,
- (b) signed a Member Agreement, and
- (c) delivered such evidence as regards that person's ability to be legally bound by the terms of the application for membership and the Member Agreement, or such other evidence as the directors may, in their absolute discretion, from time to time require.

No amendments may be made to any section of the application for membership or the Member Agreement that contains provisions relating to intellectual property rights or obligations relating to confidentiality unless the prior written consent of all the directors has been given for such amendments.

7.2 Upon approval by the Board of an application for membership, a letter will be sent to each successful applicant confirming their membership of the Company and the details of each successful applicant will be entered into the Register of Members by the Company Secretary.

7.3 The directors may decline to accept any application for membership and need not give reasons for doing so.

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

- 7.5 All Members must pay to the Company the annual member fee applicable to the Member's class of membership. On becoming a Member, the Member must pay a pro rata portion of the annual member fee for the initial year of membership.
- 7.6 Subject to Article 7.1, there is no limit on the number of Members the Company may admit, but the Board may limit the number of Members that may be admitted to any particular class of membership.
- 7.7 A Member must not be prohibited by treaty, law or regulation from abiding by the terms of these Articles, the Member Agreement or the IPR Policy.

8. CLASSES OF MEMBERSHIP

- 8.1 The directors, by a resolution adopted by 2/3 of all directors, may determine (and may subsequently modify or eliminate) classes of membership with qualifying criteria, obligations, rights and benefits.
- 8.2 Except as expressly provided in or authorized by the applicable Member Agreement, the Articles or provisions of law, Members have the rights, privileges, restrictions and conditions of their class of membership as set forth in the applicable Member Agreement together with the right to:
- (a) attend general meetings of the Members;
 - (b) access Company materials as approved by the Board;
 - (c) access the general Member portions of the Company's web site; and
 - (d) attend conferences and other events as designated by the Board, with each Member responsible for its own fees and expenses unless otherwise provided by these Articles, the applicable Member Agreement, or the Board.
- 8.3 Initially there are four classes of Members: Charter Members, Promoter Members, Advisor Members and Observer Members. In addition to the rights and benefits set forth in Article 8.2, the special membership criteria, rights, benefits and restrictions for each class of Member are defined below:
- (a) Charter Members
 - (i) The annual Charter Member fee is US\$40,000 unless modified by affirmative vote of 2/3 of all directors.
 - (ii) The first fifteen Charter Members to sign the Charter Member Agreement and pay the required fee may designate a representative as a director for the initial term of the Board. Following the initial term of the Board, rights to appoint the Board will be allocated among classes of Members as set forth in Article 17.1.
 - (iii) Charter Members in Good Standing are entitled to:

- (A) appoint a Charter Member director in accordance with Article 8.3(a)(ii),
 - (B) all rights and benefits afforded to Promoter Members, Advisor Members and Observer Members, and
 - (C) priority opportunities for participation in conferences hosted or sponsored by the Company.
- (b) Promoter Members
- (i) The annual Promoter Member fee is US\$20,000 unless modified by affirmative vote of 2/3 of all directors.
 - (ii) Promoter Members in Good Standing are entitled to:
 - (A) nominate a representative for the Board after the initial term of the Board in accordance with Articles 17.1 and 19,
 - (B) vote at general meetings of the Members, including elections of directors,
 - (C) all benefits afforded to Advisor Members and Observer Members,
 - (D) participate in Work Groups as a voting member, and
 - (E) be listed as a Member of the Company in press releases and promotional materials published by the Company if the issuer identifies Members in the materials (subject to the Member's right to inform the Company by a Notice to the Secretary or Executive Director that its name should not be used in connection with specified materials or publications).
- (c) Advisor Members
- (i) The annual Advisor Member fee is US\$10,000 unless modified by affirmative vote of 2/3 of all directors.
 - (ii) Advisor Members may vote at general meetings of the Members.
 - (iii) Advisor Members in Good Standing are entitled to:
 - (A) nominate a representative for a non-voting Advisor seat on the Board after the initial term of the Board,
 - (B) all benefits afforded to Observer Members, and
 - (C) participate in the Company's promotional activities at Member rates.
- (d) Observer Members
- (i) Observer Members may not represent commercial enterprises and must be either a not-for-profit corporation or a public sector organisation.

- (ii) The annual Observer Member fee is zero unless modified by affirmative vote of 2/3 of all directors.
- (iii) The term of each Observer Member Agreement is one year. On an annual basis, an Observer Member may be required to notify the Board that it wishes to remain an Observer Member subject to the terms and conditions applicable at such time.
- (iv) Observer Members do not have the right to vote at any meetings of the Members.
- (v) Observer Members in Good Standing are entitled to:
 - (A) provide feedback regarding draft publications if offered to Observer Members for comment, and
 - (B) be listed on the Company's web site in their designated Member class.

9. TRANSFER OF MEMBERSHIP

- 9.1 A Member may not transfer or assign its membership without the affirmative vote of 2/3 of all of the directors, and any purported assignment without such written approval is null and void. If a transfer of membership has been approved by the directors as set forth above, a Member may transfer its membership to another person providing such person fulfils the membership criteria set out in these Articles or elsewhere by signing an instrument of transfer in any usual form or in any form approved by the directors and depositing such document at the registered office of the Company.
- 9.2 Following deposit of the instrument of transfer at the registered office, the Company Secretary will, as soon as reasonably practicable, register the transferee in the Register of Members of the Company and notify the transferee of the date it becomes a Member.
- 9.3 No fees are charged for registering the transferee in the Register of Members.

10. TERMINATION OF MEMBERSHIP

- 10.1 The membership of a Member terminates upon the occurrence of any of the following events:
- (a) If a Member fails to pay dues on or before their due date (as set forth in the applicable Member Agreement), its membership is terminated effective 30 days after Notice of delinquency is given to the Member. A Member may avoid termination by paying all dues within 30 days after delivery of the delinquency Notice to the Member.
 - (b) A member may terminate its membership by providing Notice to the Executive Director or Company Secretary. Termination is effective upon

delivery of the Notice or such later date as may be specified in the Notice. No refunds of fees are given except as follows: If the termination was in direct response to a substantive change in these Articles or the IPR Policy that the Member reasonably deems to be unacceptable and the Member provided Notice of termination (identifying the substantive change and basis for objection) with the effective date of termination prior to the effective date of the change, the pro rata balance of the Member's membership fees are refunded.

- (c) If a Member is alleged to have violated any material provision of these Articles, the Member Agreement, or other policies and procedures duly approved by the Board (a **Violation**), pursuant to a majority vote of the Eligible Directors the Company may send a Notice to the Member specifying the Violation, stating the period for cure, and providing the Member the right to be heard on the issue at a meeting of the Board. If the Board determines that the Violation occurred and the Member could have but failed to cure the Violation within the period specified, the Member's membership in the Company may be terminated upon the unanimous vote of all Eligible Directors in their sole discretion.
- (d) Upon a Member's dissolution, insolvency or death, membership ceases. In regards to a Member's dissolution in which two or more Member organizations are merged or a Member entity is acquired by another Member entity, the resulting entity has only one membership.

10.2 Upon termination of membership all rights of a Member cease, but certain obligations may continue as provided in these Articles, the IPR Policy, and as otherwise expressly agreed by the Member prior to the Member's termination.

10.3 Following such termination, the Member will be removed from the Register of Members by the Company Secretary.

DECISION MAKING BY MEMBERS

11. VOTES OF MEMBERS

11.1 Subject to the Act and except as otherwise provided in these Articles, at any general meeting every Member who is present in person (or by proxy) has one vote on a show of hands, and every Member present in person (or by proxy) has one vote on a poll.

11.2 If a Member and an Affiliate of the Member are both Members, the Member and its Affiliates collectively may exercise only one vote.

12. POLL VOTES

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

- 12.2 Article 30(3) of the Model Articles is amended by the insertion of the words "A demand so withdrawn does not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

13. PROXIES

- 13.1 Article 31(1)(d) of the Model Articles is deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the Notice of the general meeting (or adjourned meeting) to which they relate".

- 13.2 Article 31(1) of the Model Articles is amended by the insertion of the words "and a proxy notice which is not delivered in such manner is invalid unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

14. ANNUAL AND EXTRAORDINARY GENERAL MEETINGS

An Annual General Meeting will be held not less than 6 months and not more than 18 months after the incorporation of the Company and subsequently once in every year, at such time (but not more than 15 months after the holding of the last preceding Annual General Meeting) and place as may be determined by the directors. All other General Meetings are called Extraordinary General Meetings.

DIRECTORS

15. QUALIFICATIONS

- 15.1 Directors must be employees of a Charter Member or a Promoter Member.
- 15.2 No Member may have more than one representative to the Board unless necessary to ensure that the Board includes the minimum number of directors required by Article 17.1.

16. APPOINTMENT OF INITIAL BOARD

- 16.1 The initial Board will be appointed by the incorporator and will consist of the first 15 Charter Members (as set forth in Article 8.3(a)(ii)). The initial Board will serve until the conclusion of elections for the ongoing Board, which elections will be held no later than one year after the first meeting of the Board.
- 16.2 Members with representatives on the Board may replace an individual appointed by that Member at any time by providing Notice to the Board identifying a different individual representative.

17. COMPOSITION AND SIZE OF BOARD

17.1 The Board consists of at least three and no more than 18 voting directors and may include one or more non-voting directors. The maximum number may be increased upon affirmative vote of 2/3 of all directors in office. Unless modified by affirmative vote of 2/3 of all directors, following the initial term of the Board, seats on the Board will be allocated as follows:

- (a) Charter Members: Twelve seats.
- (b) Promoter Members: Six seats.
- (c) Advisor Members: One seat, non-voting.
- (d) Observer Members: None.

17.2 Seats on the Board are held by the Member until the conclusion of the term. In the event of an individual director's resignation, termination of employment with the Member, death, incapacity, or removal from office, a Member may substitute another employee. If the Member terminates its membership or its membership is terminated in accordance with these Articles the seat is filled by another qualifying Member in accordance with Article 19 of these Articles.

18. TERM OF BOARD

After the initial term, directors serve until the next annual general meeting of Members.

19. DIRECTOR ELECTIONS

19.1 The Company Secretary or Executive Director will initiate nominations for the Board by providing Notice to those Members eligible to have a seat on the Board (**Initiation of Nominations**) at least 30 days before a seat on the Board is expected to become open (whether by expiration of a director's term or otherwise). In the event a seat is vacated unexpectedly, Notice must be given promptly but no later than 30 days after the seat becomes open.

19.2 Election Process

- (a) Nominations

A Member eligible for a seat on the Board may nominate itself or another eligible Member to the Board by identifying, in a Notice delivered to the Executive Director not later than 14 days after the Initiation of Nominations, (1) the eligible Member and (2) an individual employee of that Member who would serve on the Board.

- (b) Slate

When all nominees have been identified the Executive Director must provide all Members that are eligible for a Board seat with a written slate containing the names of all nominees (a **Nominee Slate**).

(c) Voting

Voting is exclusively by written ballot (which may be submitted by email) within 14 days after the Executive Director provides Members with the Nominee Slate. Members may cast one vote per open seat on the Board allocated to their class of membership, and may vote for as many nominees as the number of board of director seats to be filled in respect of their class of membership, but no more than one vote may be cast by a Member for a particular nominee. The nominees receiving the highest number of votes within a class of membership are elected, up to the number of Board seats to be filled in respect of such class.

(d) Tie-Breaking

In the event of a tie between two or more Board nominees, the Board determines the winner by majority vote of all directors in office immediately prior to the vote.

20. BOARD VACANCIES

20.1 Vacancies on the Board may occur when (1) an individual serving as a Member's representative to the Board resigns from the Board; (2) a director's employment with the Member organization terminates; (3) a Member organization terminates its membership in the Company; (4) a director is removed from the Board in accordance with these Articles; (5) a director dies or is otherwise unable to serve; or (6) a director's term expires.

20.2 A director is deemed to have resigned from the Board in any of the following circumstances. The Member employing the departing director must replace that director with another employee by providing Notice to the Company Secretary or Executive Director within 30 days after the effective date of the director's departure from the Board. The Board may not otherwise fill a vacancy under this section.

- (a) A director may resign from the Board by giving Notice to the President, the Company Secretary, Executive Director, or the Board.
- (b) A director's employment with the Member terminates.
- (c) A director is deceased, or the director or the Member informs the Board that the director is unable to fulfil the duties of a director.
- (d) A director is removed from the Board in accordance with these Articles.

20.3 If the membership of a Member holding a Board seat terminates, the terms of Article 19 apply.

21. BOARD REDUNDANCIES

If two or more Member organizations each with an employee on the Board are merged or such a Member organization is acquired by another such Member organization, the surviving or acquiring Member must designate which of the directors is to remain on the Board and the other director will resign and be effectively removed from the Board immediately upon the closing of the acquisition or merger.

22. APPOINTMENT OF CHAIR OF THE BOARD

22.1 The Chair of the Board presides at all meetings of the Board, and is a voting member of the Board. The Chair may have such powers and duties as may be designated from time to time by the Board but may not serve simultaneously as the president of the Company.

22.2 The Board (by a vote of a majority of all directors in office) elects the Chair (and any replacement) for a period of one year commencing with the first meeting of the Board. Except as set forth elsewhere in these Articles, any removal of a Member's director from the Chair position does not limit the director's rights as a member of the Board.

23. APPOINTMENT OF EXECUTIVE OFFICERS

23.1 The directors may from time to time appoint a director to be the holder of the office of President or any other executive office on such terms and for such period as they may (subject to the provisions of the Act) determine. The 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.

23.2 The appointment of any director to the office of Chair or President terminates automatically if the individual ceases to be a director but any such termination does not, of itself, limit or reduce in any way any claim for damages which the individual may have against the Company for breach of any contract of service.

23.3 The appointment of any director to any other executive office does not terminate automatically if the individual ceases to be a director, unless the contract or resolution under which the individual holds such executive office expressly states that such termination is to occur, in which event such termination does not, of itself, limit or reduce in any way any claim for damages the individual may have against the Company for breach of any contract of service.

24. POWERS OF EXECUTIVE OFFICERS

24.1 The directors may entrust to and confer upon any director holding any executive office 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 directors may from time to time revoke, withdraw, alter or vary all or any of such powers

DECISION MAKING BY DIRECTORS

25. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

25.1 Decision making by directors is made either by:

- (a) a majority of Eligible Directors at a meeting voting in favour of the decision or, with respect to the matters set out in Article 25.2, such other number of Eligible Directors at a meeting voting in favour as required in Article 25.2; or
- (b) a decision taken unanimously in accordance with Article 26.

25.2 Decisions regarding the matters set out below are taken in accordance with the following:

	Matter to be Voted On	Number of Affirmative Votes Required
1.	General business matters	Majority of Eligible Directors
2.	Appointment of officers	Majority of Eligible Directors
3.	Establishment of Work Groups and Work Group charters	Majority of Eligible Directors
4.	Removal of officers	2/3 of Eligible Directors
5.	Determine winner in event of a tie between two nominees	Majority of Eligible Directors
6.	Amend annual dues payable by each class of Member	2/3 of Eligible Directors
7.	Amendment to Certificate of Incorporation, Articles, a Member Agreement or the IPR Policy	2/3 of Eligible Directors
8.	Notwithstanding Article 25.3, the winding up, dissolution or merger of the Company, or transfer of all or substantially all of the Company's assets to another industry group or standards body	2/3 of Eligible Directors
9.	Addition or removal of additional classes of Members.	2/3 of Eligible Directors
10.	Approve applicant's membership as a Charter Member or a Promoter Member	2/3 of Eligible Directors
11.	Approve applicant's membership as a	Majority of Eligible Directors

	Member other than a Charter or Promoter Member	
12.	Approve transfer of membership and assignment of Member Agreement	2/3 of Eligible Directors
13.	Election of Chair	2/3 of Eligible Directors
14.	Approve an Interested Transaction	2/3 of Eligible Directors
15.	Terminate membership for violation of policies or duties	Unanimous vote of all Eligible Directors after majority vote of Eligible Directors determines violation could be cured
16.	Approving or modifying a Policy Position	2/3 of Eligible Directors
17.	Increasing the maximum number of directors	2/3 of Eligible Directors
18.	Wind down the Company on or after the fifth Annual Meeting of the Company	2/3 of Eligible Directors
19.	Approve benefits, rights, privileges, restrictions, and conditions of Members	2/3 of Eligible Directors
20.	Determine the board fee, if any	2/3 of Eligible Directors
21.	Adopt a trademark	Unanimous vote of Eligible Directors

25.3 Commencing at the time of the fourth Annual Meeting of the Board, and occurring at each Annual Meeting of the Board thereafter, the Board will vote on whether the Company will be continued for another year. The Company will continue for another year unless 2/3 of the directors in office vote against continuation, in which event the Members will begin the process of winding-up of the Company.

26. UNANIMOUS DECISIONS

26.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

26.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

26.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

27. CALLING A DIRECTORS' MEETING

27.1 Any director may call a regular directors' meeting by giving not less than 10 days' Notice of the meeting (or such lesser notice as all the directors may agree) to the

directors or by authorising the Company Secretary or Executive Director (if any) to give such Notice.

28. QUORUM FOR DIRECTORS' MEETINGS

28.1 The quorum for the transaction of business at a meeting of directors is 2/3 of all Eligible Directors.

29. CASTING VOTE

29.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.

29.2 Article 29.1 does not apply if, in accordance with the Articles, the chairman or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

29.3 If a Member and any Affiliate each hold a seat on the Board, the Member and its Affiliates collectively may exercise only one vote at a directors' meeting.

30. DIRECTORS' CONFLICTS OF INTEREST

30.1 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 the director's duty under section 175 of the Act to avoid conflicts of interest.

30.2 Any authorisation under this Article 30 is effective only if:

- (a) to the extent permitted by the Act, the matter in question was 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;
- (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.

30.3 Any authorisation of a Conflict under this Article 30 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

- (c) provide that the Interested Director may (or may not) be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - (e) provide that, where the Interested Director obtains, or has obtained (through involvement in the Conflict and otherwise than through a position as a director of the Company) information that is confidential to a third party, the Interested Director may not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - (f) permit the Interested Director to be absent from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 30.4 Where the directors authorise a Conflict, the Interested Director must comply with any terms and conditions imposed by the directors in relation to the Conflict.
- 30.5 The directors may revoke or vary such authorisation at any time, but this does not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 30.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which derived from or in connection with a relationship involving a Conflict that has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract may be avoided on such grounds.
- 30.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and the approval requirement set out in Article 25.2.13, and provided the director has declared the nature and extent of any 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, including a transaction or arrangement between the Company and a party in which the director is an employee, director or consultant or has a material financial interest (an **Interested Transaction**):
- (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) is an Eligible Director for the purposes of the presence of a quorum for any proposed decision of the directors (or committee of directors) in respect of

such existing or proposed transaction or arrangement in which the director, or the Member that the director represents, is interested;

- (c) is 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 the director, or the Member that the director represents, is interested but is not an Eligible Director for the purpose of the approval of such transaction or arrangement;
- (d) may act individually or on behalf of an employer or contracting firm in a professional capacity for the Company (otherwise than as auditor) and the director or the firm is entitled to remuneration for professional services as if the individual were not a director;
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) is not, save as the director may otherwise agree, accountable to the Company for any benefit which the director (or a person connected with the director (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 may be avoided on the grounds of any such interest or benefit nor does the receipt of any such remuneration or other benefit constitute a breach of the director's duty under section 176 of the Act.

31. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions will be recorded by the directors in permanent form, so that they may be read with the naked eye.

ALTERNATE DIRECTORS

32. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

32.1 Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor.

32.2 Any appointment or removal of an alternate director must be effected by Notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.

32.3 The Notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a Notice of appointment, contain a statement signed by the proposed alternate that the individual is willing to act as the alternate of the director giving the Notice.

33. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

33.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's Appointor.

33.2 Except as the Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their Appointors; and
- (d) are not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate director is entitled to receive Notice of all meetings of directors and of all meetings of committees of directors of which the Appointor is a Member.

33.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);
- (b) may participate in a unanimous decision of the directors (but only if the Appointor is an Eligible Director in relation to that decision, but does not participate); and
- (c) is not counted as more than one director for the purposes of Articles 33.3(a) and (b).

33.4 A director who is also an alternate director is entitled, in the absence of any Appointor(s), to a separate vote on behalf of each Appointor, in addition to the director's own vote on any decision of the directors (provided that an Appointor for whom the director exercises a separate vote is an Eligible Director in relation to that decision), but does not count as more than one director for the purposes of determining whether a quorum is present.

33.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if the alternate were a director but is not entitled to receive any

remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by Notice in writing to the Company from time to time direct.

34. TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:

- (a) when the alternate's Appointor revokes the appointment by Notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director;
- (c) on the death of the alternate's Appointor; or
- (d) when the alternate director's Appointor ceases to be a director for whatever reason.

OTHER MATTERS

35. SECRETARY

The directors may appoint any person who is willing to act as the Company 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.

36. CHANGE OF COMPANY NAME

The name of the Company may be changed by:

- (a) a decision of the directors; or
- (b) a special resolution of the Members,

or otherwise in accordance with the Act.

37. POLICY POSITIONS; WORK GROUPS

37.1 The Executive Director or any director may propose a Policy Position. The proposal must be directed to the Board for consideration at a duly called meeting of the Board and must identify which of the Company's purposes (as set forth in Article 2) the proposed Policy Position supports; it may also identify specific activities to be undertaken in connection with the Policy Position. A proposed Policy Position may be amended upon the motion of any director and is adopted only upon the affirmative vote of 2/3 of directors in office.

37.2 A Policy Position is established by affirmative vote of 2/3 of all directors in office.

- 37.3 From time to time the Board will approve formation of one or more work groups (**Work Groups**) to carry out activities in support of the Policy Positions. Work Groups will have a specific charter of activities or deliverables, will be Chaired by a person appointed by a majority vote of a quorum of the Board, and will operate in accordance with procedures (**Work Group Procedures**) adopted and amended, from time to time, by the Board. Participants in Work Groups must be employees or designated representatives of a Member; for non-employee representatives the Member must identify the representative by name and affiliation sufficient to identify any potential conflicts of interest. The output of a Work Group need not be reviewed by the Board unless the Work Group charter so requires; in addition, any director may propose that such output be reviewed without a meeting by the Board and may be publicly disseminated only if a majority of members of the Board responding within one week after Notice of the review proposal, regardless of quorum, concur that it should be publicly disseminated.
- 37.4 Draft versions of Policy Positions, Work Group drafts, and other draft Company documents may not be disseminated outside of the Company until they have been adopted in accordance with these Articles or the applicable Company policies. Nothing in these Articles or any Work Group procedures limits a Member's right to use or disclose its own contributions to any draft document or other output of the Company or a Work Group.
- 37.5 Participation in Work Groups is open to all Members. Voting participation is limited to Charter Members and Promoter Members. Work Groups may be chaired only by Charter Members.
- 37.6 Each Work Group must elect a secretary or other person to document and record the minutes of Work Group meetings.
- 37.7 Work Groups must hold regular meetings on a schedule determined by the Work Group Procedures. The noticing of meetings of the Work Group and the governance thereof is subject to the Work Group Procedures.
- 37.8 The then-current Work Group Procedures govern the removal of any member of a Work Group.

38. MEANS OF COMMUNICATION TO BE USED

- 38.1 Any Notice, document or other information is deemed served on or delivered to the intended recipient if delivered to the receiving party at any address (physical, fax, email, other) for that party as it appears in the records of the Company.
- 38.2 The address of record for a person or entity may be changed by Notice to the Company Secretary.
- 38.3 Notices provided in person, by telephone, or other means not in writing are effective only if acknowledged in writing by the addressee.

38.4 Notices properly addressed and sent but returned as undeliverable are deemed to have been given at the time of failure.

39. 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 prevail.

40. INDEMNITY AND INSURANCE

40.1 Subject to article 40.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer has the right to be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred as a relevant officer in the actual or purported execution and/or discharge of the officer's duties, or in relation to them, including any liability incurred by the officer in defending any civil or criminal proceedings, in which judgment is given in the officer's favour or in which the officer is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on the officer's part or in connection with any application in which the court grants the officer in that capacity, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by the officer in connection with any proceedings or application referred to in Article 40.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

40.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.

40.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

40.4 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's

duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

- (c) a "relevant officer" means any director or other officer or former director or other officer of the Company, but excluding any person engaged by the Company (or associated company) as auditor (whether or not also a director or other officer), to the extent the individual acts in the capacity of auditor).

41. AMENDMENTS

- 41.1 Unless unanimously agreed otherwise by all Members in writing, a resolution of the Members to amend or repeal the Articles takes effect 45 days after the resolution is passed or on such later date as may be specified in the resolution. Prior to consideration by the Members an amendment to the Articles must be approved by the directors in accordance with Article 25.2.
- 41.2 Amendments to the IPR Policy will take effect 45 days after the Board approves the amendment in accordance with Article 25.2 or on such later date as may be specified in the resolution approving the amendment.

v. 17-04-2015

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