

Company no: 02647768

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION
OF
COBALT INSTITUTE

K&L Gates LLP
One New Change London EC4M 9AF
Tel: +44 (0)20 7648 9000
Fax: +44 (0)20 7648 9001
Ref: JOG/6012563.00009

Company no: 02647768

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

COBALT INSTITUTE

(the "Company")

(adopted by special resolution passed on 10 December 2019)

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

In the articles, unless the context requires otherwise:

"Affiliate Member" has the meaning set out in article 24.2(c);

"Annual Budget" means the annual budget of the Company as approved by the General Assembly, from time to time;

"articles" means the Company's articles of association;

"Associate Members" has the meaning set out in article 24.2(d);

"Associates" means, in relation to a company, any subsidiary of that company, any holding company of that company, any other subsidiary of any such holding company and any company over which that company or any such holding company has Control;

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

"Board" shall mean the board of Directors of the Company;

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

"Committee Representative" means a Member's representative appointed to the Executive Committee and **"Committee Representatives"** shall be construed accordingly;

"Control" means, in relation to a company, the ability of a person to ensure that the affairs of the company are conducted in accordance with the wishes of that person and a person shall be deemed to have **"Control"** of a company if that person possesses or is entitled to acquire:

- (a) the majority of the issued share capital of the company; or
- (b) the majority of the voting power in the company; or
- (c) the right to receive the majority of the income of the company on any distribution by the company of all of its income; or
- (d) the right to receive the majority of the assets of the company on a winding-up of the company;

"Delegate" has the meaning set out in article 27.1;

"Director" means a statutory director of the Company appointed in accordance with article 10, and **"Directors"** shall be construed accordingly;

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

"electronic form" has the meaning given in section 1168 of the Companies Act 2006;

"Executive Committee" means the committee of the Board comprising Committee Representatives appointed in accordance with article 21;

"General Assembly" means a meeting of the Members;

"Member" means a Sustaining Member, Supporting Member or Affiliate Member and **"Members"** shall mean any combination of them;

"Membership Fees" has the meaning set out in article 24.3;

"Membership Tier" has the meaning set out in article 24.2;

"Membership Year" means a full calendar year running 1 January to 31 December;

"Objects" means the object of the Company set out at article 2;

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;

"special resolution" has the meaning given in section 283 of the Companies Act 2006;

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006;

"Supporting Member" has the meaning set out in article 24.2(b);

"Sustaining Member" has the meaning set out in article 24.2(a);

"Working Group" means a group of delegate Committee Representatives appointed in accordance with article 8; and

"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.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

2. **Company Objects**

The Company's objects are:

- (a) to promote, in the general interest, sustainable and responsible production and use of cobalt in all its forms and in particular its applications for various products;
- (b) to represent the voice of the cobalt industry on all issues related to cobalt including health, safety and environment, sustainability and responsible sourcing, among others;
- (c) to promote co-operation between all stakeholders, especially on issues of the human health, safety and environment, sustainability and responsible sourcing;

- (d) to provide a mechanism for the development and dissemination of independent information concerning cobalt resources and the sustainable and responsible production and use of cobalt in all its forms;
- (e) to consult, for purposes of its research or investigations, with governments and agencies and with other organisations and entities;
- (f) to assist Members by furnishing information in regard to legislation and other regulatory matters affecting their interests;
- (g) to promote better cooperation between Members and international organisations;
- (h) to cooperate with or adhere to any association, society or organisation whose purposes are generally similar or complementary to those of the Company; and
- (i) generally to provide a forum for exchange of information and a mechanism for the development and dissemination of information concerning the use of cobalt, the world's demand for and resources of cobalt, and other directly related matters.

3. **Application of Income and Property**

3.1 Subject to article 3.2 below, the income and property and the Company shall be applied solely towards the promotion of the Objects and:

- (a) no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the Members; and
- (b) no Director nor Committee Representative shall be paid by salary or fees, or receive any remuneration or other benefit in money's worth from the Company.

3.2 Nothing in this article 3 shall prevent any payment in good faith by the Company:

- (a) of reasonable and proper remuneration to any Member, officer or servant of the Company (not being a Director or Committee Representative) for any services rendered to the Company;
- (b) of interest at a rate per annum not exceeding (i) 2 per cent less than the minimum rate presented for the time being by a clearing bank; or (ii) 3 per cent (whichever is the greater) on money lent;

- (c) reasonable and proper rent for premises demised or let by any Member of the Company or the Board or Executive Committee;
- (d) to any Director or Committee Representative for reasonable out-of-pocket expenses;
- (e) to a company of which a Director or Committee Representative may be a member, provided that such member holds not more than one hundredth part of the capital of the relevant company and such member shall not be bound to account for any share of profits that he may receive in respect of any such payment,

provided always that neither the Directors nor Committee Representatives shall concur in exercising any voting rights in respect of any shares or other securities comprised in the assets of the Company in such a way that a personal benefit is thereby secured to such member or any of them.

- 3.3 If, upon the winding up or dissolution of the Company there remains, after the satisfaction of all debts and liabilities, any property whatsoever (including intellectual property or other intangible assets), the same shall not be paid or distributed among the Members, but it shall be given or transferred to some other charitable institution or institutions which have objects similar to the Objects and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under this article 3, such institution or institutions to be determined by the Members at or before the time of dissolution, and in so far as effect cannot be given to such provisions, then to some charitable object.

4. **Liability of Members**

The liability of each Member is limited to £1.00, being the amount that each Member undertakes to contribute to the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:

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

PART 2

DIRECTORS AND MANAGEMENT

POWERS AND RESPONSIBILITIES

5. Duties of the Board

5.1 Subject to the articles, the Board is responsible for the oversight of the Company's business, for which purpose the Directors may exercise all the powers of the Company.

5.2 In particular, the Board is responsible for ensuring compliance by the Company of its duties under English law, including:

- (a) ensuring compliance by the Company with the articles;
- (b) complying with duties imposed by statute, including the Companies Act 2006;
- (c) approving annual accounts on behalf of the General Assembly and filing at Companies' House.

6. Delegation

6.1 Subject to the articles, the Directors may delegate any of the powers which are conferred on them under the articles:

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

as they think fit.

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

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

7. The Executive Committee

7.1 Subject to article 7.2, the day-to-day management of the Company's business shall be delegated by the Board to the Executive Committee.

7.2 In exercising its powers as delegated by the Board, the Executive Committee shall act only in accordance with the Annual Budget, provided that, where necessary in the furtherance of its duties as set out in article 7.3 below and where in the best interests of the Company to fulfil its Objects, the Executive Committee may deviate from the Annual Budget up to a maximum of 10 per cent of the total Annual Budget for that financial year.

7.3 Without prejudice to the generality of article 7.1, the Executive Committee is responsible for:

- (a) determining the overall strategic direction of the Company as a whole and setting the strategic aims and ambitions of the Company including organisational strategy and strategic development;
- (b) debating and discussing industry wide issues such as market access, horizon scanning, new policies and impacts on the industry and reporting to the General Assembly;
- (c) making recommendations to the General Assembly and the Board for consideration and engaging all Members of the Company as appropriate;
- (d) discussing and reviewing key issues relevant to the business of the Company and organisational purpose and making recommendations to the General Assembly and the Board as required;
- (e) monitoring and reviewing the effectiveness of the Company and its service offering to Members and making recommendations to the General Assembly and the Board as appropriate;
- (f) proposing the annual and strategic plan and the Annual Budget;
- (g) drafting, reviewing and publishing the Company's policies, including in respect of anti-trust, data protection and any such other matters as the Executive Committee sees fit from time to time;
- (h) helping build the Company's external image and presence in global markets;
- (i) building Membership and engaging prospective Members;

- (j) considering proposals put forward by Working Groups to ensure they align with the strategic interest and direction of the Company;
- (k) resolving any impasses/disputes;
- (l) overseeing the corporate management of the Company; and
- (m) supporting the management of the Company as required from time to time and as delegated by the Board.

8. **Working Groups**

8.1 Subject to article 6.2, the Executive Committee may delegate certain of its functions to dedicated Working Groups.

8.2 Working Groups to which the Executive Committee delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by Directors and/or the Executive Committee.

8.3 The Executive Committee may make rules of procedure for all or any Working Groups, which prevail over rules derived from the articles if they are not consistent with them.

9. **Reserve power of the General Assembly**

9.1 The General Assembly may, by special resolution, direct the Directors and/or the Executive Committee to take, or refrain from taking, specified action.

9.2 No such special resolution invalidates anything which the Directors and/or the Executive Committee (as applicable) have done before the passing of the resolution.

9.3 Neither the Directors, nor the Executive Committee, shall take any action set out in Schedule 1 hereof, without the prior approval of the General Assembly.

THE BOARD OF DIRECTORS

10. **Methods of appointing Directors**

10.1 The Board shall comprise of a maximum of three directors, each of whom must also be a Sustaining Member of the Executive Committee.

10.2 Subject to article 10.1, any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director by:

- (a) a simple majority vote of the General Assembly; or
- (b) a decision of the Board, if such appointment is required to replace a person who has ceased to act as Director, provided that such appointment shall only be valid until the next meeting of the General Assembly.

11. **Termination of Director's appointment**

11.1 The term of office of a Director shall be coincident with his/her term of office in the Executive Committee but in any event shall last no more than three consecutive years.

11.2 In the event that a Director wishes to resign from office before the end of his/her term of office, he/she may do so subject to giving a minimum of two months' prior written notice to the Board.

11.3 A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months; or
- (e) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

12. **Decisions**

12.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a simple majority decision at a meeting or a decision taken in the form of a Directors' written resolution.

12.2 Any Director may propose a Directors' written resolution. The Company secretary (if any) must propose a Directors' written resolution if a Director so requests.

12.3 A Directors' written resolution is proposed by giving written notice of the proposed resolution to the Directors.

12.4 A Directors' written resolution is adopted when all the Directors who would have been entitled to vote on the resolution had it been proposed at a Directors' meeting (and whose vote would have been counted) have:

- (a) signed one or more copies of it; or
- (b) otherwise indicated their agreement to it in writing,

provided that those Directors would have formed a quorum at such a meeting.

12.5 Once a Directors' written resolution has been adopted, it must be treated as if it were a decision taken at a Directors' meeting in accordance with these articles.

13. **Calling a Directors' meeting**

13.1 Any Director may call a Directors' meeting by giving no less than seven days' notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.

13.2 Notice of any Directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

13.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

13.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

13.5 The Board shall meet as frequently as required for the proper satisfaction of its duties in accordance with article 5 and the furtherance of the Objects, but in any event shall

meet no less frequently than two times per calendar year in accordance with article 14.

14. Participation in Directors' meetings

14.1 Subject to the articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with the articles; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

14.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

14.3 The Board may conduct meetings by telephone or by any other means which will enable each Director:

- (a) to hear (or otherwise receive real-time communications made by) each of the other Directors participating in the meeting; and
- (b) to address (or otherwise communicate in real time with) all of the other Directors participating in the meeting simultaneously,

even if all the Directors are not physically present in the same place.

14.4 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

14.5 If a technological link fails, the Board meeting will be adjourned until the failure is rectified.

15. Quorum for Directors' meetings

15.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

15.2 Unless otherwise agreed by the Board, the quorum for Directors' meetings shall be two.

15.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

- (a) to appoint further Directors, or
- (b) to call a general meeting so as to enable the Members to appoint further Directors.

16. **Chairing of Directors' meetings**

- 16.1 The Directors may appoint a Director to chair their meetings.
- 16.2 The person so appointed for the time being is known as the Chairman.
- 16.3 The Chairman shall be appointed for a maximum term of two consecutive years. Upon expiry of their term of office, such Chairman may be nominated for re-election by the Board.
- 16.4 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

17. **Casting vote**

- 17.1 If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote.
- 17.2 But this does not apply if, in accordance with the articles, the Chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

18. **Conflicts of interest**

- 18.1 If a proposed decision of the Directors concerns an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 18.2 If paragraph 18.3 applies, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 18.3 This paragraph applies when:
 - (a) the General Assembly by ordinary resolution disapplies the provision of the articles which would otherwise prevent a Director from being counted as participating in the decision-making process;

- (b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (c) the Director's conflict of interest arises from a permitted cause.

18.4 For the purposes of this article, the following are permitted causes:

- (a) a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries; and
- (b) arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.

18.5 For the purposes of this article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.

18.6 Subject to paragraph 18.7, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any Director other than the chairman is to be final and conclusive.

18.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

19. Records of decisions to be kept

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or simple majority decision taken by the Directors.

20. Directors' discretion to make further rules

Subject to the articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

THE EXECUTIVE COMMITTEE

21. **Appointment to the Executive Committee**

21.1 The Executive Committee shall comprise of a maximum of 20 Committee Representatives, of whom:

- (a) at least 11 Committee Representatives shall be nominees of those Sustaining Members who have paid the highest Membership Fees for the preceding Membership Year;
- (b) up to two Committee Representatives shall be nominees of Supporting Members; and
- (c) up to two Committee Representatives shall be nominees of Affiliate Members,

provided that, in order to nominate a Committee Representative, a Member must have elected to participate in both the Company's sustainability and chemicals management work programmes.

21.2 Only one representative of a particular Member can serve as a Committee Representative at any one time.

21.3 The Committee Representatives shall be appointed to sit on the Executive Committee by simple majority vote of the General Assembly, provided that each Committee Representative is approved in advance by the Board.

22. **Termination of Appointment**

22.1 The maximum term of a Committee Representative shall be three consecutive years, after which point the Committee Representative shall be nominated for re-election by the General Assembly. No later than 30 days prior to the meeting of the General Assembly in which re-election is to be considered, a list of nominees to replace such retiring Committee Representatives shall be presented to the General Assembly for election.

22.2 In the event that a Committee Representative wishes to resign from office before the end of his/her term of office, he/she may do so subject to giving a minimum of two months' prior written notice to the General Assembly.

22.3 A person ceases to be a Committee Representative as soon as:

- (a) his/her nomination is withdrawn by his/her Member nominee, such withdrawal to be notified to the Executive Committee in writing;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Committee Representative and may remain so for more than three months; or
- (e) notification is received by the Company from the Committee Representative that the Committee Representative is resigning from office, and such resignation has taken effect in accordance with its terms.

23. Decision making by the Executive Committee

- 23.1 At an Executive Committee meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 23.2 The quorum for a meeting of the Executive Committee shall:
- (a) be not less than five Committee Representatives; and
 - (b) must include Committee Representatives who have been appointed by three of the five Members that have paid the highest Membership Fees for the preceding Membership Year.
- 23.3 Decisions by the Executive Committee shall be made by way of simple majority.
- 23.4 If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote.
- 23.5 The Executive Committee shall meet as frequently as is required for the proper satisfaction of its duties in accordance with article 7, but in any event no less than four times per annum.
- 23.6 Minutes of all Executive Committee meetings and reports of all decisions made shall be recorded and delivered to the Board and Executive Committee for review no less than 10 business days following the meeting.

23.7 The provisions of articles 12 to 19 (inclusive) shall apply to the Committee Representatives and meetings of the Executive Committee as if:

- (a) references in such article to "Directors" and "the Board" were replaced by "Committee Representatives" and "the Executive Committee", respectively; and
- (b) section 175 of the Companies Act 2006 applied to Committee Representatives,

provided that, in the event of any conflict between such articles and this article 23, article 23 shall prevail.

PART 3

THE GENERAL ASSEMBLY

BECOMING AND CEASING TO BE A MEMBER

24. Types of Membership

24.1 Membership of the Company shall be limited to producers, users, fabricators, recyclers and traders of cobalt.

24.2 Membership of the Company shall be divided into the following tiers (the "**Membership Tiers**" and each a "**Membership Tier**"). The Membership Tiers shall together, form the General Assembly:

- (a) Members handling/producing annual tonnage of cobalt greater than 1,500 tonnes (the "**Sustaining Members**");
- (b) Members handling/producing annual tonnage of cobalt between 500-1,500 tonnes (the "**Supporting Members**");
- (c) Members handling or producing annual tonnage of cobalt below 500 tonnes (the "**Affiliate Members**"); and
- (d) Members who are not producers or processors of cobalt, but are otherwise interested in the furtherance of the Company's Objects through:
 - (i) their engagement in activities related to the use of cobalt in their products; and/or
 - (ii) the service they offer to the industry

(**"Associate Members"**).

24.3 The membership fees for each Membership Tier shall be set annually by the General Assembly (the "**Membership Fees**").

24.4 Unless otherwise agreed by ordinary resolution of the General Assembly, Membership Fees shall be invoiced to Members in two tranches during each Membership Year.

24.5 Membership Fees for new Members joining during the course of a Membership Year shall be pro-rated on a monthly basis for the balance of the year in question.

24.6 In determining the Annual Budget, the General Assembly reserves the right to vary the criteria for a Membership Tier, including the applicable Membership Fees. Any such variation shall be notified to all existing Members and published on the Company's website no later than three months before the start of the Membership Year.

25. **Applications for Membership**

25.1 Prospective Members must fulfil the criteria required for a Membership Tier to be considered for membership.

25.2 No person shall become a Member of the Company unless:

(a) that person has completed an application for membership in a form approved by the Executive Committee; and

(b) the Executive Committee has approved the application.

25.3 Members shall subscribe for membership for a full Membership Year (or for the balance of the current year in case of a Member joining part way through a Membership Year) and shall have a binding obligation to pay Membership Fees.

25.4 With the consent of the Executive Committee, an Associate, Affiliate or Supporting Member may apply to upgrade their membership into a higher Membership Tier, provided that they meet the relevant criteria for that Membership Tier.

26. **Termination of Membership**

26.1 A Member may withdraw from membership of the Company by giving two years' written notice to the Executive Committee (a "**Termination Notice**"), such Termination Notice to expire no earlier than 31 December following the second anniversary of the date on which the Termination Notice is served. In the absence of such Termination Notice, a Member shall be deemed to have renewed its Membership for the following Membership Year.

26.2 Membership shall be non-transferable except that a Member may transfer its membership to another entity within the same corporate group as the Member with the written consent of the Executive Committee which shall not be unreasonably withheld.

26.3 Membership of the Company shall terminate when:

(a) a Member infringes these articles or other such regulations or policies of the Company and has not rectified such infringement within 30 days of receipt of written notice thereof; and/or

- (b) the Executive Committee determines, in its absolute discretion, that the behaviour of a Member is not conducive to a spirit of mutual respect and cooperation and against the interests of the Company and its Members as a whole; and/or
- (c) a Member is declared insolvent, bankrupt, dissolved or enters such other process resulting in the winding up of that Member.

27. Delegates

27.1 Each Member, other than an Associate Member, shall appoint a delegate to represent itself at General Assembly Meetings ("**Delegates**"). A Delegate must be an employee of that Member.

27.2 Delegates may only validly be appointed by a notice (a "**Delegate Notice**") in writing which:

- (a) states the name and address of the Member appointing the Delegate;
- (b) identifies the person appointed to be that Member's Delegate at the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the Member appointing the Delegate, or is authenticated in such manner as the Directors may determine; and
- (d) is delivered to the Executive Committee, for the attention of the Chairman, in accordance with the articles and any instructions contained in the notice of the General Assembly Meeting to which they relate.

27.3 The Executive Committee may require Delegate Notices to be delivered in a particular form, and may specify different forms for different purposes.

27.4 Unless a Delegate Notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a Delegate discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a Delegate in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

27.5 An appointment under a Delegate Notice may be revoked by delivering to the Executive Committee a notice in writing given by or on behalf of the person by whom or on whose behalf the Delegate Notice was given.

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

27.7 If a Delegate Notice is not executed on behalf of the Member appointing the Delegate, it must be accompanied by written evidence of the authority of the person who executed it in order to execute it on the Member's behalf.

28. **Duties of the General Assembly**

The General Assembly shall be responsible for overseeing the general strategic direction of the Company and setting budgets, including:

- (a) electing Members to the Executive Committee, to act on behalf of the General Assembly;
- (b) considering recommendations, proposals and reports submitted by the Executive Committee which may include:
 - (i) the over-all strategic direction of the Company;
 - (ii) key priorities and areas of focus of the Company;
 - (iii) work plans, aims and goals;
 - (iv) progress reports on activities; and
 - (v) annual accounts and Company administration;
- (c) approving those matters set out in Schedule 1 to these articles;
- (d) debating and discussing industry wide issues such as market access, horizon scanning, new policies and impacts on the industry;
- (e) approving minutes from the previous meetings and similar procedural requirements; and
- (f) considering and approving the Approved Budget, covering the core, science and sustainability programmes.

ORGANISATION OF MEETINGS OF THE GENERAL ASSEMBLY

29. **Meetings of the General Assembly**

29.1 A meeting of the General Assembly shall be held annually (a "**General Assembly Meeting**").

- 29.2 A Delegate is able to exercise the right to speak at a General Assembly Meeting when that Delegate is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that Delegate has on the business of the meeting.
- 29.3 A Delegate is able to exercise the right to vote at a General Assembly Meeting when:
- (a) that Delegate is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that Delegate's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 29.4 A General Assembly Meeting may be held by means of telephone conference, video conferencing link or any other form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout the meeting.
- 29.5 The Directors may make whatever arrangements they consider appropriate to enable those attending a General Assembly Meeting to exercise their rights to speak or vote at it.

30. Quorum for meetings of the General Assembly

- 30.1 No business other than the appointment of the chairman of the meeting is to be transacted at a General Assembly Meeting if the persons attending it do not constitute a quorum.
- 30.2 The quorum for a General Assembly Meeting shall be Delegates representing no less than half of the number of Members of the Company from time to time.

31. Chairing meetings of the General Assembly

- 31.1 If the Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 31.2 If the Directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- (a) the Directors present;
 - (b) the Committee Representatives present; or

(c) (if no Directors or Committee Representatives are present) the meeting,

must appoint a Director, Committee Representative or Delegate to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

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

32. **Adjournment**

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

32.2 The chairman of the meeting may adjourn a General Assembly Meeting at which a quorum is present if:

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

32.3 The chairman of the meeting must adjourn a General Assembly Meeting if directed to do so by the Members.

32.4 When adjourning a General Assembly Meeting, the chairman of the meeting must:

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

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

- (a) to the same persons to whom notice of the General Assembly Meeting is required to be given, and
- (b) containing the same information which such notice is required to contain.

- 32.6 No business may be transacted at an adjourned General Assembly Meeting that could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL ASSEMBLY MEETING

33. Voting: general

- 33.1 All Members, other than Associate Members, are entitled to attend, speak and vote at a General Assembly Meeting, provided that a Member may only vote in respect of any matters that directly relate to the Membership Tier in respect of which they are participating.

- 33.2 Each Associate Member shall be entitled to appoint one observer to attend a General Assembly Meeting, but shall have no other right to speak or vote at a General Assembly Meeting.

- 33.3 A resolution put to the vote of the General Assembly must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

- 33.4 All Members within the same Membership Tier shall have equal voting rights. The votes of Members between Membership Tiers shall be weighted as follows:

- (a) the Sustaining Members shall have six votes per Member;
- (b) the Supporting Members shall have three votes per Member; and
- (c) the Affiliate Members shall have one vote per Member.

34. Errors and disputes

- 34.1 No objection may be raised to the qualification of any Delegate voting at a General Assembly Meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

- 34.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

35. Poll votes

- 35.1 A poll on a resolution may be demanded:

- (a) in advance of the General Assembly Meeting where it is to be put to the vote,
or

- (b) at a General Assembly 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.

35.2 A poll may be demanded by:

- (a) the chairman of the meeting;
- (b) the Directors;
- (c) two or more Delegates having the right to vote on the resolution; or
- (d) a Delegate or Delegates representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

35.3 A demand for a poll may be withdrawn if:

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

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

36. **Proxies**

36.1 Proxies may only validly be appointed by a notice in writing which:

- (a) states the name and address of the Member appointing the proxy;
- (b) identifies the person appointed to be that Member's proxy (such person to be (i) the Chairman; (ii) an employee of that Member, or (iii) the Delegate or employee of another Member);
- (c) identifies the General Assembly Meeting in relation to which that person is appointed;
- (d) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- (e) is delivered to the Executive Committee, for the attention of the Chairman, in accordance with the articles; and

- (f) includes any instructions contained in the notice of the General Assembly Meeting to which they relate.
- 36.2 The Executive Committee may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 36.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 36.4 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the General Assembly Meeting to which it relates as well as the meeting itself.
- 36.5 No Member (other than the Chairman) may hold any more than three proxies at any one time.
- 37. Delivery of proxy notices**
- 37.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Assembly Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Executive Committee by or on behalf of that person.
- 37.2 An appointment under a proxy notice may be revoked by delivering to the Executive Committee a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 37.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 37.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
- 38. Amendments to resolutions**
- 38.1 An ordinary resolution to be proposed at a General Assembly Meeting may be amended by ordinary resolution if:

- (a) notice of the proposed amendment is given to the Executive Committee in writing by a person entitled to vote at the General Assembly 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 chairman of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 38.2 A special resolution to be proposed at a General Assembly Meeting may be amended by ordinary resolution, if:
- (a) the chairman of the meeting proposes the amendment at the 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.
- 38.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 4

ADMINISTRATIVE ARRANGEMENTS

39. Means of communication to be used

- 39.1 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 Companies Act 2006 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.
- 39.2 Subject to the articles, any notice or document to be sent or supplied to a Director or Committee Representative in connection with the taking of decisions by the Board or Executive Committee may also be sent or supplied by the means by which that Director or Committee Representative has asked to be sent or supplied with such notices or documents for the time being.
- 39.3 A Director or Committee Representative may agree with the Company that notices or documents sent to that Director or Committee Representative 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.

40. Company seals

- 40.1 Any common seal may only be used by the authority of the Directors.
- 40.2 The Directors may decide by what means and in what form any common seal is to be used.
- 40.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 40.4 For the purposes of this article, an authorised person is:
- (a) any Director of the Company;
 - (b) the Company secretary (if any); or
 - (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

41. **No right to inspect accounts and other records**

Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

DIRECTORS' INDEMNITY AND INSURANCE

42. **Indemnity**

42.1 Subject to paragraph 42.2, a relevant Director of the Company or an associated Company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated Company,
- (b) any liability incurred by that Director in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
- (c) any other liability incurred by that Director as an officer of the Company or an associated Company.

42.2 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.

42.3 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant Director" means any Director or former Director of the Company or an associated Company.

43. **Insurance**

43.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

43.2 In this article:

- (a) a "relevant Director" means any Director or former Director of the Company or an associated Company,

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

CONFIDENTIALITY

44. CONFIDENTIAL INFORMATION

44.1 Subject to articles 44.2 and 44.3, each Member shall, and shall procure that each of its Associates shall:

- (a) keep private and confidential any information which that Member or any of its Associates may have or acquire (whether before or after the date of these articles) and which:
 - (i) concerns the business or affairs of the Company; and/or
 - (ii) relates to the business, assets or affairs of any other Member or any of its Associates,

(all such information being "**Confidential Information**"),

- (b) not disclose any Confidential Information to any person without the prior written consent of the Executive Committee; and
- (c) not use any Confidential Information for any purpose whatsoever other than for the purpose of managing and monitoring its Membership in the Company.

44.2 Article 44.1 does not prohibit a Member or any of its Associates from disclosing Confidential Information:

- (a) if and to the extent that the information has become publicly available (otherwise than as a result of a breach of these articles); or
- (b) if and to the extent that that a Member or Associate is subject to a requirement to do so imposed by:
 - (i) law or any court of competent jurisdiction; or

- (ii) any securities exchange or regulatory or governmental body or authority (whether or not the requirement has the force of law); or
 - (c) to any taxation authority if and to the extent that disclosure of the information is reasonably required for the purposes of the tax affairs of that Member or its Associate.
- 44.3 Notwithstanding Article 44.1, a Member may disclose Confidential Information to any director, officer, employee or professional adviser of that Member or any of its Associates who, in the reasonable opinion of that Member, needs to have access to the information for a purpose reasonably incidental to the Member's Membership in the Company provided that the Member:
 - (a) informs each person to whom it proposes to disclose Confidential Information that such information is confidential and is subject to the obligations of confidentiality set out in this Article 44; and
 - (b) procures that each such person is bound by a confidentiality agreement and subject to the same obligations as if he were subject to the terms of this Article 44.
- 44.4 The provisions of this Article 44 shall continue to apply without limit in time and, in particular, shall continue to apply to each Member notwithstanding any termination of such Member's Membership of the Company.

SCHEDULE

Reserved Matters for the General Assembly

1. GENERAL

Any matter stipulated in these articles or otherwise by law, or as determined by the Board from time to time, requiring the approval of the General Assembly.

2. CONSTITUTIONAL

2.1 Any change of name of the Company or (ordinary resolution).

2.2 Any amendment of the articles of association or other constitutional documents of the Company (special resolution).

2.3 Any change in the rights or restrictions attaching to any shares in the capital of the Company (special resolution).

2.4 The appointment of the Executive Committee in accordance with article 21 (ordinary resolution).

2.5 The appointment of a Director in accordance with article 10.2(a) (ordinary resolution).

2.6 The approval of the annual accounts and auditor's report of the Company (ordinary resolution).

2.7 The dissolution of the Company (special resolution).

3. BUSINESS

3.1 Any material change in the nature or scope of the business or the commencement of any new business which is not ancillary or incidental to the business (ordinary resolution).

3.2 The adoption of the Annual Budget or the amendment of the Annual Budget or the approval or ratification of any material departure from the Annual Budget which departure would result in additional expenditure by the Company in excess of 10% of the total Annual Budget (ordinary resolution).

4. **CORPORATE STRUCTURE**

- 4.1 The disposal by the Company (whether by way of sale for valuable consideration or otherwise) of the whole or any material part of the undertaking, property or assets of the Company (ordinary resolution).
- 4.2 Any proposal to wind up the Company or to take any other action seeking liquidation, administration (whether out of court or otherwise), reorganisation or relief under any bankruptcy, insolvency or similar laws (special resolution).