

THE COMPANIES ACTS 1908 TO 2006
A PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
MECHANICAL-COPYRIGHT PROTECTION SOCIETY LIMITED
(Adopted on 19 October 2023)



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Part 1
PRELIMINARY

1 DEFINED TERMS

In these Articles, unless the context requires otherwise:

"appropriate rate" has the meaning given to it in section 592 of the Companies Act 2006;

"Articles" means these articles of association of the Company;

"Associated Company" means a company or other body corporate which is (or where the context admits, was at any relevant time) associated with the Company for the purposes of section 256 of the Companies Act 2006;

"BASCA" means the British Academy of Songwriters, Composers and Authors of 25-27 Berners Street, London W1T 3LR;

"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;

"business day" means a day (except a Saturday or Sunday) on which banks in the City of London are open for business;

"chair" has the meaning set out in Article 13;

"chair of the meeting" has the meaning set out in Article 47;

"clear days" means, in relation to the period of a notice or other communication, that period excluding the day on which the notice or other communication is given and the day on which it is to take effect;

"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;

"conflict of interest" has the meaning set out in Article 16(1);

"Conflicted Director" has the meaning set out in Article 16(2);

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

"distribution recipient" has the meaning set out in Article 38;

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

"electronic form" has the meaning given to it in section 1168(3) of the Companies Act 2006;

"electronic means" has the meaning given to it in section 1168(4) of the Companies Act 2006;

"equity securities" has the meaning given to it in section 560(1) of the Companies Act 2006;

"external director" has the meaning set out in Article 19(4);

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

"hard copy form" has the meaning given to it in section 1168(2) of the Companies Act 2006;

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

"independent publisher" means a Music Publisher Member who is not a major publisher;

"independent publisher director" means a director who is elected and appointed in accordance with Article 20(6);

"instrument" means a document in hard copy form;

"major publisher" means a Music Publisher Member who meets the MCPS Distributions Criteria

"major publisher director" means a director who is selected by the major publishers and appointed in accordance with Article 20(5);

"MCPS Distributions Criteria" means the receipt of aggregate rightsholder distributions from MCPS in each of the three previous calendar years equivalent to five per cent or more of total MCPS distributions. Unless otherwise determined by the board, (i) in the case of a Music Publisher Member that is a parent company, MCPS distributions from its UK affiliate members are included in that parent company's calculation; and (ii) the MCPS distributions of a group of Music Publisher Members under common ownership and/or administration shall be considered in the aggregate;

"member" means every person who agrees to become a member of the Company, and whose name is entered in its register of members, including shareholders, but excluding Music Publisher Members;

"MPA" means the Music Publishers Association Limited, company incorporated in England and Wales with company number 140248;

"Music Publisher Member" means a music publisher who is for the time being party to a membership agreement with the Company under which certain rights are licensed to the Company and a member of the MPA. For the avoidance of doubt, a Music Publisher Member is not a member of the Company and all rights and remedies available to that Music Publisher Member being set out in that membership agreement;

"Non-Conflicted Directors" has the meaning set out in Article 16(2);

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

"paid" means paid or credited as paid;

"participate", in relation to a directors' meeting, has the meaning set out in Article 11;

"proxy notice" has the meaning set out in Article 53;

"shareholder" means a person who is the holder of a share;

"shares" means shares in the Company;

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

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

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; 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 of the coming into effect of these Articles.

2 **OBJECTS**

The objects for which the Company is established are:

(A)

- (1) to promote, protect, manage and administer the interests of persons or corporate bodies of any kind (herein called "copyright proprietors") who create, own or control copyrights and neighbouring rights in all or any parts of the World and in particular (but without prejudice to the generality) the following rights or any of them:
 - (a) the right to make reproduce or copy in any material form musical literary dramatic or artistic works ("the works"), with or without associate or other matter, whether by mechanical or electronic or digital, laser, optical or other process or technique hitherto known or unknown and regardless of the medium on which the recording is made or the method by which the works are reproduced or produced;
 - (b) the right to issue copies of the works to the public including the act of putting copies into circulation whether by way of sale, distribution or other means howsoever and the hire, loan or rental of copies to the public;
 - (c) the right to perform, show or play the works or copies of them in public and to broadcast the works or copies of them and to include them in cable programme services whether the means of delivery is broadcast direct to home or by satellite or by cable or by a combination of any such means or by other methods hitherto known or unknown;
 - (d) the right to synchronise the works or copies of them to the sound track of films including cinematograph films and to recordings on any medium from which a moving image may by any means be produced, or by any process to incorporate the works or copies of them as part of audio or audio/visual productions, videograms or any other type of carrier hitherto known or unknown;

- (e) by any process to transmit or communicate the works or copies of them in or into or out of any kind of retrieval system; and to transfer them from one medium to another;
- (f) the right to make adaptations, arrangements or transcriptions of the works;
- (g) the rights in relation to any other acts restricted by copyright including what are known as moral rights;
- (h) the right to authorise any of the above rights or acts;

(2)

- (a) the right to collect, receive, give a good receipt for, and to distribute all or any royalties, fees or other monies now or hereafter to become payable to copyright proprietors in respect of:
 - (i) the rights in (1) above or any of them;
 - (ii) the loan to members of the public whether by libraries and similar institutions or others of copies of the works;
 - (iii) the making of copies of the works for private purposes or the permanent retention of copies of them originally made privately for time-shifting purposes;
- (b) the right to audit, verify, inspect and check the monies due to copyright properties;

- (3) to arrange, promote, negotiate and enter into agreements, codes of practice, licences, licensing schemes of whatever description, regulations or other arrangements relating to the terms and conditions upon and subject to which all or any of the rights or matters aforesaid may be licensed, exercised, sold, disposed of or otherwise exploited and to implement and enforce the same, and to authorise the exercise of any such rights;
- (4) on behalf of or jointly or in collaboration with copyright proprietors or solely to sue, to restrain and to recover damages for the infringement of any such rights as aforesaid or for an account or any other remedy, and to defend, release, compromise or refer to arbitration in any such proceedings or actions or any other disputes or differences in relation thereto;
- (5) to obtain from copyright proprietors such agreements, assurances, assignments, instruments, mandates, powers of attorney or other authorities or instruments, as may be deemed necessary or expedient for enabling the Company to attain all or any of its objects and to exercise and enforce in its own name or otherwise all or any of such rights and remedies as aforesaid;
- (6) to promote or oppose legislation or other measures in any part of the world affecting the interests of copyright proprietors or any of them, or conducive to the creation of other rights of a like nature;
- (7) in relation to all or any of the above or other objects of the Company, to design systems for the preparation, recording, storing, communication, transmission, analysis and handling of data by computer installations of all kinds and to prepare and write programmes and operating methods for the recording and processing of data and to license and exploit the same;

- (B) to act as principal or agent for copyright proprietors in relation to any of the rights or acts referred to in these objects and for such consideration and upon such terms as may be thought fit;
- (C) to carry on or assist in carrying on any other business which may seem to the Company capable of being conveniently carried on in connection with the objects of the Company or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property or rights;
- (D) to acquire and undertake all or any part of the business, assets and liabilities of any person, partnership or company carrying on a business altogether or in part similar to that of the Company, and to pay for any property so acquired or to be acquired, either in cash or by the issue of shares of the Company credited as fully or partly paid up or debentures of the Company, and to amalgamate the business of the Company with that of or to transfer the undertaking of the Company to any other person, firm or company having objects wholly or in part similar to those of the Company.
- (E) to apply for, purchase, or otherwise acquire any copyrights, trade marks, patents, patent rights, systems, licences, programs, concessions and the like, conferring any exclusive or limited right to use, or any secret or other information as to, any intellectual property which may seem capable of being used for any purpose of the Company, or the acquisition of which may seem calculated to benefit the Company; and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account, the property, right or information so acquired;
- (F) to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights and privileges necessary or convenient for the purposes of the Company, and in particular any lands, warehouses, shops, buildings, stores, offices, easements, machinery, fixtures, plant and stock-in-trade, and to erect, construct, maintain and alter or pull down and rebuild any shops, warehouses, stores, offices or other buildings or works necessary or convenient for the purposes of the Company;
- (G) to invest any money of or received by the Company in such investments and other property as may from time to time be thought fit, and to hold, sell or otherwise dispose of any such investment to accept or hold mortgages, liens and charges;
- (H) to lend and advance money or give credit to any person or company; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or company; to secure or undertake the repayment of money lent or advanced to or the liabilities incurred by any person or company; and otherwise to assist any person or company;
- (I) to borrow or raise money on mortgage or charge or by the issue of or debentures or debenture stock secured upon all or any of the Company's property, both present and future, including its uncalled capital, or in such other manner and on such other securities as the Company shall think fit, and to receive money on deposit at interest or otherwise from customers or others;
- (J) to borrow or raise money in any manner, and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or entered into by the Company, and to purchase, redeem or pay off any securities;
- (K) to make, draw, accept, endorse and execute and to discount, buy and sell any promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- (L) to sell, let on lease, improve, manage, develop, exchange, turn to account or otherwise deal with or dispose of all or any part of the property and rights of the Company;

- (M) to sell and dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, fully or partly paid, debentures or securities of any other company having objects altogether or in part similar to those of this Company, and to enter into partnership, joint adventure or any joint-purse arrangement or arrangements for sharing profits, union of interests or co-operation with or lend money to or guarantee the contracts of or otherwise assist any other company, firm or person having objects altogether or in part similar to those of this Company;
- (N) to promote or assist in promoting any other company for the purpose of acquiring or taking over all or any of the property and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company, and to take or otherwise acquire and hold shares, stock or debentures in any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company;
- (O) to remunerate any person firm or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares of the Company's capital, or any debentures or other securities, or in or about the promotion of the Company or the conduct of its business;
- (P) to establish or aid the establishment and support of associations, institutions, funds or trusts calculated to benefit present or former directors or employees or ex-employees of the Company or of its subsidiaries or the widows, children or dependants of such persons, and to pay or purchase or grant pensions and allowances and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful objects;
- (Q) to establish and maintain any non-contributory or contributory pension or super-annuated funds for the benefit of, and pay or provide donations, gratuities, pensions and allowances to present and former directors and employees of the Company or of its subsidiaries or of any other Company in which it is interested, or any other persons in whose welfare the Company or such other company is or has been interested, and the wives, widows, families and dependants of any such persons, and to make payments for or towards the insurance of any such persons, and to do any of these things either alone or in conjunction with or through any other company;
- (R) to pay all expenses relating to registration of the Company and its promotion;
- (S) to acquire and hold controlling and other interests in the share or loan capital of any company or companies and to provide financial, managerial and administrative advice, services and assistance for any company in which this Company is interested, and for any other company;
- (T) to increase the capital of the Company by the issue of ordinary, deferred, preferred or guaranteed shares at par or at a premium, and to reduce or sub-divide the capital of the Company;
- (U) to carry on and do in any part of the World including the European Community any of the above-mentioned businesses, acts and things as principals, agents, contractors, trustees or otherwise, or by and through managers, trustees, agents or otherwise, and either alone or in conjunction with others; and
- (V) to do all such other things as may be incidental or conducive to the attainment of the above objects or any of them and the exercise of the powers (whether express or implied) of the Company.

3

LIABILITY OF MEMBERS

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

Part 2 DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 DIRECTORS' GENERAL AUTHORITY

Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5 SHAREHOLDERS' RESERVE POWER

- (1) The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- (2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

6 DIRECTORS MAY DELEGATE

- (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.
- (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.
- (3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

7 COMMITTEES

- (1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
- (2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- (1) A decision of the directors may be taken either by a majority decision at a meeting of the directors, or of a duly appointed committee of the directors, or by a directors' written resolution in accordance with Article 9.
- (2) All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of the were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

9 UNANIMOUS DECISIONS

A resolution in writing signed by all the directors entitled to notice of a meeting of the directors or (as the case may be) of a committee of directors and who are entitled to attend such meeting and vote on such resolution shall be as valid and effective as if it had been passed at a meeting of the directors or (as the case may be) of a committee of directors duly called and constituted provided that the number of directors signing the resolution is not less than the number of directors required for a quorum necessary for the transaction of the business of the board or (as the case may be) a committee of directors. The resolution may be contained in one document or in several documents in like form, each signed or approved by one or more of the directors concerned. For the purpose of this Article 9 a resolution:

- (a) may be constituted by means of an instrument in hard copy or electronic form sent to such address (if any) as may for the time being be notified by the Company for that purpose; and
- (b) may consist of several instruments each executed by one or more directors, each sent by one or more directors, or a combination of both.

10 CALLING A DIRECTORS' MEETING

- (1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- (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.
- (3) Notice of a board meeting shall be given to each director and shall be deemed to be properly given to a director if it is given to them personally or by word of mouth or sent in hard copy form to them at their last known address or any other address given by them to the Company for this purpose or sent in electronic form to them at an address given by them to the Company for this purpose. A director absent or intending to be absent from the United Kingdom may request to the board that notices of board meetings shall during their absence be sent in hard copy or electronic form to them at an address given by them to the Company for this purpose, but if no such request is made it shall not be necessary to give notice of a board meeting to any director who is for the time being absent from the United Kingdom. A director may waive notice of any meeting either prospectively or retrospectively.

11 **PARTICIPATION IN DIRECTORS' MEETINGS**

- (1) Directors may participate in or hold a meeting of directors or of a committee of directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other; participation by such means shall be deemed to constitute presence in person and business so transacted shall be as effective for all purposes as that of a meeting of the directors or (as the case may be) of a committee of the directors duly convened and held with such directors physically present.
- (2) 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.

12 **QUORUM FOR DIRECTORS' MEETINGS**

- (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for the transaction of the business of the directors shall be five, including at least two major publisher directors and two independent publisher directors and one external director.
- (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 shareholders to appoint further directors.

13 **CHAIRING OF DIRECTORS' MEETINGS**

- (1) The board of directors may appoint a chair and a deputy chair of the board. The chair may be appointed from among the directors of the Company and, if they are not a director of the Company, the chair of the MPA, save that the chief executive officer, managing director or any other director holding executive office with the Company shall not be eligible for appointment as chair; alternatively, the board may appoint any other person as chair of the board of directors and such appointee shall be a director without voting rights until they cease to hold office as chair. The deputy chair may be appointed from among the directors of the Company only, and, unless decided by the directors, the person appointed as deputy chair shall be from a different category of director to the chair.
- (2) Those appointed under paragraph (1) above shall be appointed for a term not exceeding two years, and, unless they are removed or retire from office before the expiry of the two years, shall be deemed to retire from office as chair on the anniversary of their appointment.
- (3) A person holding office as chair or deputy chair shall be eligible for reappointment in accordance with the provision of this Article provided that no person shall hold that same office for more than three consecutive terms and a person who has held office for three consecutive terms shall not be eligible for reappointment until the expiration of one year after the date on which their last appointment in that office terminated.
- (4) Should the chair or deputy chair cease for any reason to be a director then they shall automatically cease to hold office as chair or deputy chair, as applicable.
- (5) Any person who may be appointed as chair shall be subject to retirement under Article 20 and to the same provisions as to resignation and removal as the other directors.

- (6) The term of appointment of the chair shall as a rule start from 1 July in any year. Should the term of appointment start at some other time in the year through a vacancy arising in the position of chair then the remainder of that year shall not count towards the terms referred to in paragraph (2) above.
- (7) The board may terminate the chair or deputy chair's appointment at any time.
- (8) If at any meeting the chair is not present within five minutes after the time appointed for the meeting and willing to preside, the deputy chair shall preside. If the deputy chair is unable to do so, the members of the board present shall choose one of their number to be chair of the meeting on that occasion.

14 **CASTING VOTE**

In the case of an equality of votes, the chair shall not have a second or casting vote.

15 **DIRECTORS' INTERESTS AND VOTING**

- (1) A director who declares their interest in the manner provided by the Companies Act 2006 may vote as a director in regard to any transaction or arrangement with the Company in which they are interested, directly or indirectly (including, but without prejudice to the generality of the foregoing, any contract, arrangement, transaction or proposal concerning the purchase or maintenance of any insurance policy in which they are in any way interested) or upon any matter arising in relation to it and, if they shall so vote, their vote shall be counted and they shall be counted in the quorum when any such transaction or arrangement is under consideration.
- (2) The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of a particular matter, any provision of these Articles prohibiting a director from voting at a meeting of directors or a committee of directors.

16 **CONFLICTS OF INTEREST**

- (1) In this Article 16, a "**conflict of interest**" means, in relation to any person, an interest or duty which that person has which directly or indirectly conflicts or may conflict with the interests of the Company or the duties owed by that person to the Company but excludes a conflict of interest arising:
 - (a) in relation to a transaction or arrangement with the Company;
 - (b) in relation to a situation which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (c) due to the director being a music publisher, a composer, an author or writer or a publisher of library music or an executive or employee of a music publisher or of a publisher of library music.
- (2) Where a situation occurs or is anticipated to occur which gives rise or may give rise to a conflict of interest on the part of any director (being, together with any other interested director, the "**Conflicted Director**"), the matter shall be referred to the directors other than the Conflicted Director (the "**Non-Conflicted Directors**").
- (3) The Non-Conflicted Directors shall meet to consider the matter as soon as practicable after the matter is referred to them and they have received all relevant particulars relating to the situation. The quorum for a meeting of the Non-Conflicted Directors shall be four but the Conflicted Director shall not attend such meeting, shall not be counted in the quorum and shall not vote on such matter.
- (4) The Non-Conflicted Directors shall have authority to authorise any matter which gives rise to the conflict of interest concerned on such terms as the Non-Conflicted Directors think

fit in their sole and absolute discretion, including as to attendance and voting at board meetings in which the matter is due to be discussed, receipt of relevant information by the Conflicted Director and the ability to vote on resolutions which relate to such matter. The Conflicted Director shall act in accordance with any such terms determined by the Non-Conflicted Directors. Any terms on which the matter in question is authorised may be varied by the Non-Conflicted Directors from time to time and the Non-Conflicted Directors may revoke such authority at any time insofar as it has not already been acted on. The Non-Conflicted Directors shall communicate their decisions promptly to each Conflicted Director.

- (5) A Conflicted Director shall not be entitled to any information which is relevant to the matter giving rise to the conflict of interest except to the extent authorised by the Non-Conflicted Directors.
- (6) Where a matter giving rise to a conflict of interest has been authorised either by the Non-Conflicted Directors (or by virtue of other Articles), the Conflicted Director shall:
 - (d) be released from any duty to disclose to the Company any confidential information relating to the matter in question which they receive or has received or use such information in relation to the Company's affairs;
 - (e) save as otherwise determined by the Non-Conflicted Directors, be released from any duty to attend or remain in attendance at board meetings in which the matter giving rise to a conflict of interest is due to be discussed or to vote on a relevant resolution; and
 - (f) save as otherwise determined by the Non-Conflicted Directors at the time when they authorise the matter, not be accountable to the Company for any benefit which they derive from such matter (excluding a benefit conferred on the director by a third party by reason of their being a director of the Company or by reason of their doing or not doing anything as a director of the Company) nor shall the receipt of such benefit constitute a breach of their duty under section 176 of the Companies Act 2006.
- (7) Any confidential information which a Conflicted Director has received from the Company or in their capacity as a director of the Company shall not be disclosed by them to any third party except insofar as permitted by the Non-Conflicted Directors.
- (8) The directors may authorise a matter which may give rise to a conflict of interest on the part of a person who is proposed to be appointed as a director to the board and any authorisation of such matter by the directors shall promptly be communicated to such person and shall apply to them on their appointment as a director.
- (9) The general duties which a director owes to the Company pursuant to sections 171 to 177 of the Companies Act 2006 will not be infringed by anything done (or omitted to be done) by a director in accordance with the provisions of this Article.

17 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 majority decision taken by the directors.

18 DIRECTORS' DISCRETION TO REGULATE PROCEEDINGS

Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit.

APPOINTMENT OF DIRECTORS AND SECRETARY

19

NUMBER OF DIRECTORS

- (1) The maximum number of directors shall be eleven of whom:
 - (a) three shall be major publisher directors;
 - (b) three shall be independent publisher directors; and
 - (c) one shall be a person who is for the time being party to a membership agreement with the Company, a full writer member of Performing Right Society Limited and nominated by BASCA.

The directors may act notwithstanding any vacancy in the number of writer members, major publisher directors or independent publisher directors on the board.

- (2) In the event that the chair of the MPA is not a director of the Company, they may attend meetings of the directors but is not to be counted as participating in the decision-making process for quorum or voting purposes.
- (3) In the case of a limited company or firm being a Music Publisher Member there may be appointed as a director any person being either an executive director, proprietor, partner, principal shareholder of such limited company or firm or manager or other officer in the employment of such limited company or firm, notwithstanding that such person is not himself a Music Publisher Member and is not as such eligible for appointment as a director.
- (4) The directors may propose to the Company in annual general meeting the confirmation of appointment as a director of not more than two persons (so-called "**external directors**") who are neither a party to a membership agreement with, nor in the employment of, the Company, nor directly or indirectly interested in any contract with the Company as specified under Article 16. The external directors shall be subject to retirement on the second anniversary of their appointment and shall be eligible for reappointment in accordance with the provision of this Article provided that no person shall hold office as external director for more than three consecutive terms and a person who has held office for three consecutive terms shall not be eligible for reappointment until the expiration of one year after the date on which their last appointment as external director terminated. This Article shall apply to any external directors appointed after the date on which these Articles are adopted.
- (5) Subject to the provisions of the Companies Act 2006, the directors may appoint one so called executive director who will be a senior employee of the Company or the MPA. The executive director's appointment will cease automatically if they are no longer employed by the Company or the MPA but without prejudice to any claim to damages for breach of the contract of service between such executive director and the Company. The executive director shall not be subject to retirement by rotation.

20

APPOINTMENT AND RETIREMENT OF DIRECTORS

- (1) At each annual general meeting of the Company one of the major publisher directors shall retire from office.
- (2) At each annual general meeting of the Company one of the independent publisher directors shall retire from office.
- (3) The writer director shall be subject to retirement at each annual general meeting of the Company following their appointment.
- (4) Subject to the provisions of the Companies Act 2006, the directors to retire by rotation shall be those who have been longest in office since their last appointment or

reappointment, but as between persons who became or were last reappointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

- (5) Major publisher directors are to be selected by the major publishers. Those selected will then be appointed to be a director of the Company: (a) by ordinary resolution, or; (b) by a decision of the directors.
- (6) Independent publisher directors to be appointed will be decided by election with the directors of the board of the MPA who are independent publishers at the date of such election being entitled to vote only. Those elected will then be appointed to be a director of the Company: (a) by ordinary resolution, or; (b) by a decision of the directors.
- (7) If the Company, at the meeting at which a director retires by rotation, does not fill the vacancy the retiring director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the director is put to the meeting and lost.
- (8) Subject to these Articles the Company may at any time and from time to time by ordinary resolution elect any person to be a director either to fill a casual vacancy or in place of a director removed from office under the provisions of Article 21, or as an addition to the existing directors, but so that the total number of directors shall not at any time exceed the number fixed in accordance with these Articles.
- (9) Subject as aforesaid, a director who retires at an annual general meeting may, if willing to act, be reappointed. If they are not reappointed, they shall retain office until the meeting appoints someone in their place, or if it does not do so, until the end of the meeting.

21 TERMINATION OF DIRECTOR'S APPOINTMENT

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;
- (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;
- (f) in the case of a director to which Article 19(3) applies, the director ceases to be in the employment of such Music Publisher Member or ceases to hold the qualifications required for such appointment or the applicable music publisher ceases to qualify as a Music Publisher Member; or
- (g) that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office.

22 DIRECTORS' REMUNERATION

- (1) Directors may undertake any services for the Company that the directors decide.

- (2) Directors are entitled to such remuneration as the Company may determine:
 - (a) for their services to the Company as directors; and
 - (b) for any other service which they undertake for the Company.
- (3) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (4) Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

23 **DIRECTORS' EXPENSES**

The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of the holders of any class of shares or of debentures of the Company,

which are held outside London or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company. Any such expenses shall be paid in accordance with any expenses policy adopted by the directors from time to time.

24 **SECRETARY**

Subject to the provisions of the Companies Act 2006, the secretary, if any, shall be appointed by the directors for such term, at such remuneration and upon such conditions as they think fit and any secretary may be removed by the directors.

Part 3 SHARES AND DISTRIBUTIONS

SHARES

25 **ALL SHARES TO BE FULLY PAID UP**

- (1) No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- (2) This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

26 **LIEN**

- (1) The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares standing registered in the name of any member whether solely or one of two or more joint holders for all monies presently payable by them or their estate to the Company; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article 26. The Company's lien, if any, on a share shall extend to all distributions and other monies or property attributable to it.

- (2) The Company may sell in such manner as the directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the shares or to a transmittee, demanding payment and stating that if the notice is not complied with the shares may be sold.
- (3) To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase monies and the title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings connected with the sale.
- (4) The net proceeds of the sale, after payment of the costs, shall be applied in or towards satisfaction of the amount due and payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any monies not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

27

CALLS AND FORFEITURE

- (1) Subject to the terms of allotment, the directors may make calls upon the members in respect of any monies unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least 14 clear days' notice specifying when and where the payment is to be made) pay to the Company as required by the notice the amount called on their shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or in part.
- (2) A person upon whom a call is made shall remain liable for calls made upon them notwithstanding the subsequent transfer of the share in respect of which the call was made.
- (3) A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
- (4) The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- (5) If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the rate not exceeding the appropriate rate as the directors may determine, but the directors may waive payment of such interest wholly or in part.
- (6) An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call.
- (7) Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.
- (8) If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than seven clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not

complied with the shares in respect of which the call was made will be liable to be forfeited.

- (9) If the notice is not complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all distributions and other monies or property attributable to it and not paid before the forfeiture.
- (10) Unless the directors otherwise decide, a member shall not be entitled to vote, either in person or by proxy, at any general meeting or at any separate general meeting of the holders of any class of shares in the Company in respect of any share held by them unless all calls and other sums payable by them in respect of that share have been paid.
- (11) The directors may accept a surrender of any share liable to be forfeited.
- (12) A forfeited or surrendered share shall become the property of the Company and, subject to the Statutes, may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture or surrender the holder or to any other person and whether with or without all or any part of the amount previously paid up on the share being credited as so paid up.
- (13) At any time before sale, re-allotment or other disposal, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.
- (14) A statutory declaration by a director or the secretary that a share has been forfeited or surrendered on a specified date shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts stated in it and shall (subject to the execution of any necessary transfer) constitute a good title to the share. The new holder of the share shall not be bound to see to the application of the consideration for the disposal (if any); nor shall their title to the share be affected by any irregularity in or invalidity of the proceedings connected with the forfeiture, surrender, sale, re-allotment or disposal of the share.
- (15) A person, any of whose shares have been forfeited or surrendered, shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited or surrendered, but shall remain liable to pay to the Company all monies which at the date of forfeiture or surrender were payable by them to the Company in respect of those shares with interest at the rate at which interest was payable on those monies before the forfeiture or surrender, or, if no interest was so payable, at the rate not exceeding the appropriate rate as the directors may determine from the date of forfeiture or surrender until payment. The directors may waive payment of such monies wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender or for any consideration received on their disposal.

28

POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- (1) Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- (2) The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

29 **COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

30 **SHARE CERTIFICATES**

(1) The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

(2) Every certificate must specify:

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) the extent to which the shares are paid up; and
- (d) any distinguishing numbers assigned to them.

(3) No certificate may be issued in respect of shares of more than one class.

(4) If more than one person holds a share, only one certificate may be issued in respect of it.

(5) Certificates must:

- (a) have affixed to them the Company's common seal; or
- (b) be otherwise executed in accordance with the Companies Acts.

31 **REPLACEMENT SHARE CERTIFICATES**

(1) If a certificate issued in respect of a shareholder's shares is:

- (a) damaged or defaced; or
- (b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

(2) A shareholder exercising the right to be issued with such a replacement certificate:

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

32 **SHARE TRANSFERS**

(1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.

- (2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- (3) The Company may retain any instrument of transfer which is registered.
- (4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- (5) The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

33 **TRANSMISSION OF SHARES**

- (1) If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
- (2) A transmittee who produces such evidence of entitlement to shares as the directors may properly require:
 - (a) may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person, and
 - (b) subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- (3) But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

34 **EXERCISE OF TRANSMITTEES' RIGHTS**

- (1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.
- (2) If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- (3) Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

35 **TRANSMITTEES BOUND BY PRIOR NOTICES**

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

36 **PROCEDURE FOR DECLARING DIVIDENDS**

- (1) The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- (2) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

- (3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- (4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- (5) If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- (6) The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- (7) If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

37

PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- (1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
 - (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
 - (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- (2) In the Articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:
 - (a) the holder of the share; or
 - (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
 - (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

38

NO INTEREST ON DISTRIBUTIONS

The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

- (a) the terms on which the share was issued; or
- (b) the provisions of another agreement between the holder of that share and the Company.

UNCLAIMED DISTRIBUTIONS

- (1) All dividends or other sums which are:
 - (a) payable in respect of shares, and
 - (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.
- (2) The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- (3) If:
 - (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
 - (b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

NON-CASH DISTRIBUTIONS

- (1) Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
- (2) For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
 - (a) fixing the value of any assets;
 - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - (c) vesting any assets in trustees.

WAIVER OF DISTRIBUTIONS

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

- (a) the share has more than one holder; or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

42

AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

- (1) Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution:
 - (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
 - (b) appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions.
- (2) Capitalised sums must be applied:
 - (a) on behalf of the persons entitled, and
 - (b) in the same proportions as a dividend would have been distributed to them.
- (3) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (5) Subject to the Articles the directors may:
 - (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;
 - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
 - (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.

Part 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

43

ANNUAL GENERAL MEETINGS

An annual general meeting shall be held in each period of six months beginning with the day following the Company's accounting reference date at such place, date and time as may be determined by the directors.

44 **CONVENING OF GENERAL MEETINGS**

The directors may, whenever they think fit, and shall on requisition in accordance with the Companies Acts, proceed to convene a general meeting.

45 **ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- (1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- (2) A person is able to exercise the right to vote at a general meeting when:
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person'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.
- (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

46 **QUORUM FOR GENERAL MEETINGS**

One person entitled to vote upon the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum. No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

47 **CHAIRING GENERAL MEETINGS**

- (1) If the directors have appointed a chair, the chair shall chair general meetings if present and willing to do so.
- (2) If the directors have not appointed a chair, or if the chair is unwilling to chair the meeting or is not present within fifteen minutes of the time at which a meeting was due to start:
 - (a) the directors present; or
 - (b) (if no directors are present), the meeting,must appoint a director or shareholder to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.
- (3) The person chairing a meeting in accordance with this Article is referred to as "the chair of the meeting".

48 **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS**

- (1) Directors may attend and speak at general meetings, whether or not they are shareholders.

- (2) The chair of the meeting may permit other persons who are not:
- (a) shareholders of the Company; or
 - (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,
- to attend and speak at a general meeting.

49

ADJOURNMENT

- (1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.
- (2) The chair of the meeting may adjourn a general meeting at which a quorum is present if:
 - (a) the meeting consents to an adjournment; or
 - (b) it appears to the chair 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.
- (3) The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chair of the meeting must:
 - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

50

VOTING: GENERAL

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

51

ERRORS AND DISPUTES

- (1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

- (2) Any such objection must be referred to the chair of the meeting, whose decision is final.

52

POLL VOTES

- (1) A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (2) A poll may be demanded by:
- (a) the chair of the meeting;
 - (b) the directors;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.
- (3) A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken; and
 - (b) the chair of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chair of the meeting directs.

53

CONTENT OF PROXY NOTICES

- (1) Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:
- (a) states the name and address of the shareholder appointing the proxy;
 - (b) identifies the person appointed to be that shareholder
 - (c) 's proxy and the general meeting in relation to which that person is appointed;
 - (d) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (e) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (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.
- (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 meeting to which it relates as well as the meeting itself.

54 **DELIVERY OF PROXY NOTICES**

- (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- (2) An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (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.
- (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.

55 **AMENDMENTS TO RESOLUTIONS**

- (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - (a) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

Part 5
ADMINISTRATIVE ARRANGEMENTS

56 **MEANS OF COMMUNICATION TO BE USED**

- (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.
- (2) Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

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

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NOTICES

- (1) A notice or other document or information which is sent by the Company by post (whether in hard copy or electronic form) shall be deemed to have been given or sent on the business day after the day when it was put in the post (or, where second-class post is employed, on the second business day after the day when it was put in the post). Proof that an envelope containing the notice or other document or information was properly addressed, prepaid and posted shall be conclusive evidence that the notice or other document or information was given or sent.
- (2) Any notice or other document or information not sent by post but left at a registered address or address for service in the United Kingdom shall be deemed to have been served on the day on which it was left.
- (3) A notice or other document or information which is sent by the Company by electronic means and which the Company is able to show was properly addressed shall be deemed to have been given or sent on the day on which it was so sent. A notice or other document or information sent in electronic form to the Company shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.
- (4) If on two consecutive occasions the Company has attempted to send or supply notices or other documents or information by electronic means to an address for the time being notified to the Company by a member for that purpose but the Company is aware that there has been a failure of delivery of such notice or other document or information, then the Company shall thereafter send or supply the notice or other document or information through the post to such member at their registered address. For this purpose a failure of delivery is when a notice or other document or information sent by electronic means is returned undelivered to the Company or its agent with a message stating that delivery was unsuccessful from the address to which it was sent.
- (5) A notice or other document or information which is supplied by the Company by means of a website shall be deemed to have been given or sent when it was first made available on the website or, if later, when the recipient was given or was deemed to have been given notice of the fact that the relevant notice, document or information was available on the website.

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COMMUNICATIONS WITH JOINT HOLDERS OF A SHARE

- (1) In the case of joint holders of a share, the Company shall treat as the only member entitled to receive notices or other documents or information from the Company in respect of the joint holding (whether such documents or information are required to be sent or supplied by the Statutes or otherwise) the joint holder whose name appears first in the register in respect of the joint holding.
- (2) Anything to be agreed or specified by the holder of a share which is held in joint names must be agreed or specified by the holder whose name appears first in the register in respect of the joint holding and the other joint holder or holders shall be deemed to be bound thereby.

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COMPANY SEALS

- (1) Any common seal may only be used by the authority of the directors.
- (2) The directors may decide by what means and in what form any common seal is to be used.

- (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.
- (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.

60 **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 shareholder.

61 **PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

62 **INDEMNITY AND INSURANCE**

- (1) Subject to the provisions of and so far as may be permitted by and consistent with the Statutes, each current or former director or other officer (other than an auditor) of the Company or any Associated Company may be indemnified out of the assets of the Company against:
 - (a) any liability incurred by or attaching to them in connection with any negligence, default, breach of duty or breach of trust in relation to the Company other than, in the case of a current or former director:
 - (i) any liability to the Company or any Associated Company; and
 - (ii) any liability of the kind referred to in sections 234(3) of the Companies Act 2006;
 - (b) any liability incurred by or attaching to them in connection with the activities of the Company or any Associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006) other than a liability of the kind referred to in section 235(3) of the Companies Act 2006; and
 - (c) any other liability incurred by or attaching to them in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers.

For the purpose of this Article 62, references to "**liability**" shall include all costs and expenses incurred by the current or former director or other officer (other than an auditor) in relation thereto.

- (2) Subject to the provisions of and so far as may be permitted by the Statutes, the directors may exercise all the powers of the Company to:

(a) provide any current or former director or other officer (other than an auditor) of the Company with funds to meet expenditure incurred or to be incurred by them in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by them in relation to the Company or an Associated Company, or in connection with any application for relief under the provisions mentioned in section 205(5) of the Companies Act 2006; and

(b) do anything to enable any such person to avoid incurring such expenditure,

but so that the terms set out in section 205(2) of the Companies Act 2006 shall apply to any such provision of funds or other things so done. For the purpose of this Article 62 references to "**director**" in section 205(2) of the Companies Act 2006 shall be deemed to include references to a former director or other officer (other than an auditor) of the Company.

(3) Without prejudice to Article 62(1), the directors may purchase and maintain for or for the benefit of any person who holds or has at any time held a relevant office insurance against any liability or expense incurred by them in relation to the Company or any Associated Company or any third party in respect of any act or omission in the actual or purported discharge of the duties of the relevant office concerned or otherwise in connection with the holding of that relevant office and for this purpose "**relevant office**" means that of director or other officer (other than an auditor) of the Company or any company which is or was an Associated Company or any predecessor in business of the Company or of any Associated Company or that of trustee of any pension fund or retirement, death or disability scheme or other trust for the benefit of any officer or former officer (other than an auditor) of the Company or any Associated Company or of any such predecessor in business or their respective dependants.