

Company Registration Number: 06295782

The Companies Act 2006

Private company limited by guarantee without share capital

**Articles of Association of
Investment & Life Assurance Group Limited**

Adopted on 9 July 2015

Private company limited by guarantee without share capital

Articles of Association of

Investment & Life Assurance Group Limited (the “Company”)

(adopted on [] 2015)

None of the regulations contained in the Companies (Model Articles) Regulations 2008 apply to the Company and these articles alone are the articles of association of the Company.

In the Articles, if not inconsistent with the subject or context, the following words have the meanings set opposite them:

1. INTERPRETATION

1.1 Definitions

“2006 Act”	means the Companies Act 2006;
“Application Period”	means the period commencing the day of deemed receipt of a Subscription Invitation and ending on the 90th day after such deemed receipt;
“Articles”	means the Articles of Association from time to time in force of the Company and “article” means a clause thereof;
“Associate Member”	means companies and individuals who are not eligible to be a Member but who meet the requirements of Associate Membership from time to time as set out in the Operating Document. Associate Membership shall be construed accordingly;
“Board”	means the board of directors of the Company;
“Chairman”	means the individual from time to time holding office as Chairman of the Company pursuant to the Articles;
“Clear Days”	means in relation to the period of notice that period excluding the day when the notice is given or deemed given and the day for which it is given or on which it is to take effect;
“Companies Acts”	has the meaning given in section 2 of the 2006 Act;
“Company”	means the Investment & Life Assurance Group Limited, company registration number 06295782;
“Company Officers”	means the Chairman, Deputy Chairman and Treasurer;
“Constitution”	has the meaning given by section 17 of the 2006 Act;
“Corporations”	means companies, limited liability partnerships, corporations and partnerships;

“Deputy Chairman”	means the individual from time to time holding office as Deputy Chairman of the Company pursuant to the Articles and the Operating Document;
“Director/s”	means the individual/s from time to time holding office as directors of the Company pursuant to the Articles;
“Group of Companies”	means in relation to a Member that is a company, that company, any holding company of it and any subsidiary of it or of any such holding company;
“Group Director”	means the individual from time to time holding office as the Group Director of the Company and appointed by the Board pursuant to the Articles;
“ Groups”	means a long term technical working group formed from amongst the employees of Members and Associate Members in accordance with terms of reference as determined from time to time by the Board and set out in the Operating Document;
“Invitee”	means any person who is eligible for Membership in accordance with the definition of “Member” and to whom a Subscription Invitation is sent;
“Main Member Contact”	means, in relation to a Member, a representative duly authorised to act by a Member in writing under Section 323 of the 2006 Act as the Member’s representative at a general meeting or failing any such appointment such other person determined in accordance with article 5.3 and who shall be the main point of contact for any communications for that Member;
“Management Team”	means the individual/s who from time to time hold office as the Management Team of the Company pursuant to the Operating Document appointed from time to time by the Group Director;
“Member”	means a Corporation: (i) that is a producer and/or distributor of financial services products or a professional or consultancy firm that markets its advice or services to such producers and/or distributors of such products; and (ii) has been duly admitted as a Member of the Company in accordance with the Articles. “Membership” shall be construed accordingly
"Notices and Resolutions"	references to any notice or resolution in writing include either: (a) a single document or a single communication; or (b) more than one document and/or communication the content of each of which is in the same terms and each of which has been executed and/or delivered by or on behalf of one or more of the persons required to do so. The date of any such notice or resolution shall be when it is signed, executed or delivered (as appropriate) by or on behalf of the last person required to do so;
“Office”	means the registered office of the Company;
“Operating Document”	means a document or documents the form and content and title of which shall, subject to the Articles, be

determined from time to time by the Board in accordance with articles 14.3, 14.4 and 14.5;

“Ordinary Resolution”	has the meaning given in section 282 of the 2006 Act;
“Secretary”	means the secretary (if any) of the Company including a joint, assistant or deputy secretary;
“Services”	means the services that the Company provides to its Members from time to time;
“Special Resolution”	has the meaning given in section 283 of the 2006 Act;
“Subscription”	means the amount to be paid by each Invitee or Member as a condition to commencement or renewal of Membership which amount shall vary according to certain qualifying criteria. Such amounts and such qualifying criteria to be determined from time to time by the Board and set out in the Operating Document;
“Subscription Invitation”	means a written invitation to commence or renew subscription made by the Board to (a) any Corporation eligible for Membership (in accordance with the definition of “Member”); or to (b) an existing Member; such invitation to be in such form as the Board may from time to time prescribe;
“Treasurer”	means the individual from time to time holding office as Treasurer of the Company pursuant to the Articles;
“Writing”	references to “writing” mean 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 and (notwithstanding any other provision of these Articles) any such electronic communication which is made by or with the authority of the person by or on whose behalf it purports to be made, need not be signed or executed by or on behalf of that person;
“the United Kingdom”	means Great Britain and Northern Ireland.

1.2 For the purposes of the Articles the use of any gender includes any other gender. Use of the plural number shall include the singular number and vice versa. References to persons include natural persons and Corporations.

1.3 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Companies Acts but excluding any statutory modification thereof not in force when these regulations became binding on the Company.

2. **OBJECTS OF THE COMPANY**

2.1 The objects of the Company are to act as a forum for producers or distributors of life and health protection insurance and of pension and investment products (the “Investment and Life Assurance Industry”) and for the avoidance of doubt and without prejudice to the generality of the foregoing the objects include the following:

2.1.1 To voice the issues and concerns of members by facilitating representations and responding to consultations.

- 2.1.2 To engage and build relationships with regulatory, government and industry bodies.
- 2.1.3 To be a positive influencing force within such industry and with regulators and government, giving trusted advice and guidance from the practitioner point of view.
- 2.1.4 To promote understanding of the regulatory, legislative and market environment.
- 2.1.5 To provide a means for members to exchange views and information.
- 2.1.6 To provide frequent fora for the education of members and for discussion and exchange of views between members.
- 2.1.7 To promote, study and extend any special interests which members may have within such industry and in particular and without prejudice to the generality of the foregoing, to offer, make available and provide (whether or not for reward) to all or any of its members liaison, advisory, administrative, representative, training, business and general commercial services in connection with the carrying on of business or other activity within such industry.
- 2.1.8 To adopt such means of making known the activities, services and products (if any) of the Company as may seem expedient.
- 2.1.9 To formulate proposals for improving best practice and efficiency within such industry and to assist in removing any impediment to progress therein.
- 2.1.10 To communicate with any similar institutions; to collect from and to exchange with its members and others any useful information and to disseminate such information amongst its members.
- 2.1.11 To inform its members on matters of ordinary commercial practice and place at their disposal information concerning commercial or industrial abuses or frauds and generally any information of a nature likely to protect or further the objects of the Company.
- 2.1.12 To compile and publish statistics.
- 2.1.13 To give publicity by every means to all activities of the Company and to all matters connected either directly or indirectly with any objects of the Company.
- 2.1.14 To promote and assist any institution or institutions having objects similar to those of the Company or which may be likely to assist in or facilitate the fulfilment of the objects of the Company, and whether or not formed or constituted for purposes of profit.
- 2.1.15 To promote, support and/or oppose legislative or other measures affecting the interests and objects of the Company and/or its members.
- 2.1.16 To take over all or such part as may be lawfully acquired by the Company of the existing funds and property of the unincorporated body known as Investment and Life Assurance Group and to apply the same for the purposes of the Company.
- 2.1.17 To make grants of money, donations, contributions or subscriptions to such persons or objects, or for such purposes as may be deemed expedient for the purpose of furthering the objects of the Company provided that no breach be committed of the provisions of this article 2.1.

- 2.1.18 To accept and receive any donation, legacy or bequest made either directly or indirectly in favour of the Company, whatever may be the nature of the assets or property forming the object thereof and whether there is any possible liability attached thereto or otherwise.
 - 2.1.19 To pay all expenses attending the formation of the Company and the carrying out of its objects.
 - 2.1.20 To borrow and raise moneys for the purpose of the Company and to secure the repayment of money borrowed raised or owing by mortgage charge or other security on the whole or any part of the Company's property and assets, and to invest, lend or otherwise deal with any moneys belonging to the Company.
 - 2.1.21 To purchase take on lease or in exchange hire renew or otherwise acquire and hold for any estate or interest and to let or sub-let or share occupation or possession in whole or in part of, any offices or premises land machinery easements rights privileges plant options contracts claims chases in action and any real or personal property of any kind and to erect construct lay down equip enlarge alter and maintain any buildings works and items which may be necessary for the fulfilment of the objects of the Company and the conduct of its business, and to let, sell or otherwise dispose of any property of the Company, as may be deemed expedient with a view to the promotion of its objects.
 - 2.1.22 To draw make accept endorse discount negotiate execute and issue cheques bills of exchange promissory notes bills of lading warrants debentures and other negotiable and transferable instruments.
 - 2.1.23 To apply for promote and obtain any statute order or licence for enabling the Company to carry any of its objects into effect or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
 - 2.1.24 To enter into arrangements with any government or authority (supreme municipal local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such government or authority any charters decrees rights privileges or concessions which the Company may think desirable and to carry out exercise and comply with any such charters decrees rights privileges and concessions.
 - 2.1.25 To do all such other lawful things as may be conducive or incidental to the attainment of the above objects.
- 2.2 None of the objects set forth in any sub-clause of article 2.1 shall be restrictively construed but the widest interpretation shall be given to each such object and none of the objects shall (except where the context so requires) be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or in any other sub clause of article 2.1 or by reference to or inference from the name of the Company;
- 2.3 No sub-clause of article 2.1 and no object therein specified shall be deemed subsidiary or ancillary to any object specified in any other sub-clause and the Company shall have as full a power to exercise each and every object specified in each sub-clause as though it was the leading object of a separate company;
- 2.4 The Company shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others any regulation, restriction or condition, which if an object of the Company would make it a trade union.

- 2.5 The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in article 2.1 and no portion of the same shall be paid or applied directly or indirectly by way of dividend, bonus or other distribution to the members of the Company in their capacity as members provided that nothing herein shall prevent the payment, in good faith, for goods or services rendered on commercial terms on an arm's length basis, or of reasonable and proper remuneration to any officer or servant of the Company, or to any member of the Company in return for any services actually rendered to the Company.

3. **LIMITED LIABILITY**

The liability of each Member is limited to £1. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while the member is a member or within one year after the member ceases to be a member, for payment of the Company's debts any liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves. Any such contribution on any such winding-up shall be in addition to any annual subscription payable by members pursuant to the Articles of Association or otherwise.

4. **SURPLUS ON WINDING UP**

If, upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any assets whatsoever the same shall be distributed among the members of the Company in proportion to the amounts they have each paid by way of last annual subscription.

5. **MEMBERSHIP**

- 5.1 An Invitee shall be duly admitted as a Member when the following conditions are met:
- 5.1.1 the Subscription Invitation is duly completed and signed by or on behalf of the Invitee and received by the Company at the address specified therein together with the appropriate level of Subscription;
 - 5.1.2 the Board has approved such admission to Membership; and
 - 5.1.3 the Invitee's name has been duly recorded in the register kept for that purpose in accordance with the Companies Acts.
- 5.2 A Subscription Invitation shall be sent to each Member not less than 30 days before the anniversary of the commencement or last renewal of his Membership. Unless otherwise renewed in accordance with this article a Member's Membership shall expire automatically on the final day of the Application Period relating to any such Subscription Invitation or such later day as the Board shall determine. Membership shall be renewed when the Subscription Invitation is signed by or on behalf of the Invitee and received by the Company at the address specified in the Subscription Invitation together with the appropriate level of Subscription.
- 5.3 Every Member shall nominate and authorise in writing a person who is an employee of any company within its Group of Companies as its Main Member Contact and each Member shall give details of that nominee to the Group Director. Without prejudice to the Member's obligation to comply with this article, in default of nomination by a Member of its Main Member Contact, the Company shall assume that the managing director or failing such person, the chairman, or failing such person, the chief executive officer or failing such person any other officer of the Member deemed by the Group Director of the Company to be equivalent, is the Main Member Contact for the Member. The Member's right to attend and be heard as well as to vote at, a meeting of the Company shall be exercisable by its Main Member Contact or by its proxy.

- 5.4 Every Member shall be bound by the Company's Constitution and by all bye-laws, regulations and directions made thereunder and from time to time in force including the Operating Document.
- 5.5 Membership of the Company is non-transferable.
- 5.6 The directors shall keep or cause to be kept a register of names and addresses of the Members showing the date on which a Member became a Member and also the date on which a Member ceases to be a Member of the Company. The register shall also show the names and addresses of the Main Member Contacts appointed under article 5.3 and their date of appointment and cessation of appointment. The register of Members shall be open to the inspection of Members during normal office hours by prior arrangement with the Secretary (if any) or the Group Director.
- 5.7 Except in respect of the business of the Company and with the approval of the Board, no person may use the name or reputation of the Company for any advertising, publicity or other commercial purposes.

6. **TERMINATION OF MEMBERSHIP**

- 6.1 Membership of the Company shall cease automatically upon the happening of any of the following events unless the Board otherwise resolves:
- 6.1.1 The Board has reasonable cause to believe that the Member is not carrying on business or in operation (and for this purpose the Board may send to the Member at its last known business or operating address by post a letter enquiring whether the Member is carrying on business or in operation and, if the Board does not within one month of sending the letter receive any answer to it, the Board may at any time thereafter cancel Membership on the basis that the Member has ceased to exist or is deemed to have ceased to exist for the purposes of this article).
- 6.1.2 The Member passes a resolution for its winding up (otherwise than for the purposes of a solvent re-organisation or other purposes not connected or brought about by insolvency) or in any case if the Member makes any arrangement or compounds with its creditors by reason of its inability to pay its debts as they fall due or any equivalent process occurs in relation to the Member in any jurisdiction in which the Member is established.
- 6.1.3 The Member otherwise ceases to be qualified for Membership under the Articles.
- 6.1.4 The Member does not accept the invitation to renew its subscription or, during the course of a year of membership, notifies the Board in writing that it no longer wishes to be a Member. Resignation from membership will take effect from the day on which such written notice is received by the Group Director.
- 6.2 The Board may suspend or expel a Member if that Member or its Main Member Contact shall have:
- 6.2.1 committed a breach of the Articles; or
- 6.2.2 conducted itself or gained such notoriety as, in the opinion of the Board, to render it detrimental to the Company for that Member to continue as a Member of the Company; or
- 6.2.3 incurred sanctions from the Financial Conduct Authority, Prudential Regulation Authority or any other regulatory authority; or

- 6.2.4 committed a serious fraud the seriousness of which is to be determined by the Board.
- 6.3 A Member subject to sanction under this article shall be entitled to be heard on any such resolution at the relevant meeting of the Board and to make with respect to the resolution, representations in writing to the Board (not exceeding a reasonable length) to be received by the Chairman at least 36 hours before the date on which the meeting is to be held in respect of the resolution.
- 6.4 The Board may with the agreement of the Member reinstate Membership either conditionally or unconditionally or on such terms as the Board thinks fit.
- 6.5 A Member whose Membership has ceased for any reason shall remain liable to pay to the Company or any other Member under the Articles to which it is liable any unpaid amount which is payable in respect of its Membership and any other sums for which liability arose prior to its Membership ceasing which shall be non-returnable.
- 6.6 Each Member hereby agrees that on his retirement or removal from Membership it shall have no claim whatsoever against the Company or any other person in respect of any right or benefit of Membership whether accrued or accruing which has not been fully exhausted at the time of removal.
- 6.7 Subscriptions are non-refundable on termination of Membership or otherwise. A Member may cease to participate in the affairs or activities of the Company at any time but this will not entitle that Member to the refund in whole or in part of any Subscription paid.

7. GENERAL MEETINGS

- 7.1 The directors may call general meetings and, on the requisition of Members representing not less than one tenth of the total voting rights of all Members having at the date of deposit of the requisition a right to vote at general meetings, in accordance with the procedures set out in Section 303 of the 2006 Act, shall proceed to convene a general meeting for a date not later than 8 weeks after receipt of the requisition, when it is deemed necessary to do so. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any Member of the Company may call a general meeting.
- 7.2 The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it. Not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next.
- 7.3 At each annual general meeting, in addition to any other business that has been specified in the notice to be transacted at the meeting in the interest of the Members, the Company shall:-
- 7.3.1 attend to the election of the Board and Company Officers in accordance with the Articles (and any notices given);
 - 7.3.2 consider the accounts and balance sheet of the Company as at the last preceding accounting reference date; and
 - 7.3.3 agree the minutes of the preceding annual general meeting.

8. NOTICE OF GENERAL MEETINGS

- 8.1 An annual general meeting and a general meeting called for the passing of a Special Resolution or a resolution appointing a person as a director shall be called by at least

21 Clear Days' notice. All other general meetings shall be called by at least 14 Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed:

8.1.1 in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and

8.1.2 in the case of any other meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than 95% of the total voting rights at the meeting of all the Members.

8.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

8.3 The notice shall be given to all the Members.

8.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

9. **PROCEEDINGS AT GENERAL MEETINGS**

9.1 No business shall be transacted at any meeting unless a quorum is present. Subject to article 9.3 in the case of a second adjournment of a meeting, the quorum shall be such number of Main Member Contacts or proxies of Members each entitled to vote upon the business to be transacted as together represent 35% of Members.

9.2 If such a quorum is not present within 30 minutes from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting, if convened on the requisition of Members, shall be dissolved but in any other case shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine.

9.3 If at such adjourned meeting, a quorum is not present within 30 minutes from the time appointed for the holding of the meeting, the meeting shall adjourn to the same day in the next following week at the same time and place or to such other time and place as the Board shall appoint and if at such further adjourned meeting, a quorum is not present within 30 minutes from the time appointed for holding the meeting, the meeting shall be quorate if at least two Members who are entitled to attend and vote at the meeting are present by their Main Member Contact or by proxy.

9.4 The Chairman or in his absence the Deputy Chairman or in the absence of either, some other director nominated by the directors shall preside as chairman of the meeting, but if neither the Chairman, Deputy Chairman nor such other director (if any) be present within 15 minutes after the time appointed for holding the meeting and willing to act, the Members present shall choose a director present to be chairman and, if there is only one director present and willing to act, he shall be chairman.

9.5 If no director is willing to act as chairman, or if no director is present within 15 minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number who is willing to act to be chairman.

9.6 A director shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting.

9.7 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at

least 7 Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

9.8 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the provisions of the Companies Acts, a poll may be demanded:

9.8.1 by the Chairman; or

9.8.2 by at least five Members having the right to vote at the meeting or their proxies; or

9.8.3 by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting or their proxies.

9.9 Unless a poll is duly demanded, a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

9.10 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

9.11 A poll shall be taken within 30 days of being demanded as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

9.12 No poll may be demanded on the election of a Chairman or on a question of adjournment. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairman directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

9.13 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

9.14 A resolution in writing under Section 288 of the 2006 Act executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.

9.15 The number of Members necessary for a requisition under sub-section 303 of the 2006 Act shall be one twentieth Members having at the date of the requisition a right to vote at the meeting to which the requisition relates each of which shall sign the requisition either as proposer or seconder and the notice given pursuant to any such requisition shall include the names of the requisitionists in relation to that resolution.

10. **VOTES OF MEMBERS**

- 10.1 Each Member present by its Main Member Contact shall have one vote on a show of hands. On a poll (and whether present by its Main Member Contact or by proxy), every Member shall have one vote. Associate Members shall not be entitled to vote but may attend general meetings as observers.
- 10.2 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
- 10.3 A person who is entitled to attend and vote at general meetings of the Company may attend and vote by proxy in advance of the general meeting. All proxies must be current Members and must not be subject to suspension at the date of the meeting to which the appointment relates. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in any form which the directors prescribe or any other form which is usual or which the directors may approve.
- 10.4 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Group Director may:
- 10.4.1 in the case of an instrument in writing be sent or supplied to such address as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 10.4.2 in the case of a poll taken more than 48 hours after it is demanded, be sent or supplied as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- 10.4.3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman or to the Secretary (if any) or to any director; and an appointment of proxy which is not sent, supplied, delivered or received in a manner so permitted shall be invalid.
- 10.5 A vote given or poll demanded by proxy or by the Main Member Contact of a Member shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the address at which the instrument of proxy was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

11. **SENDING OR SUPPLYING DOCUMENTS OR INFORMATION**

- 11.1 Anything required or authorised to be sent or supplied by the Company under the Companies Acts, the Articles or pursuant to any other rules or regulations to which the Company may be subject may be sent or supplied in any way permitted by the Companies Acts and in particular:
- 11.1.1 subject to the terms from time to time of the Companies Acts the Company may send or supply documents or information by making them available on a website; and
- 11.1.2 the relevant provisions of the 2006 Act, which apply when documents or information sent or supplied under the Companies Acts are made available on

a website, shall also apply, with any necessary changes, when any document or information is sent or supplied under the Articles or other rules or regulations to which the Company may be subject.

11.2 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.

11.3 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 specific time of their being sent, and for the specified time to be less than 48 hours.

12. THE COMPANY OFFICERS

12.1 The Company Officers shall be nominated as follows for approval by Members in general meeting:

12.1.1 The outgoing Chairman must nominate a new Chairman and Deputy Chairman not less than 5 weeks before the date of the annual general meeting at which the vote ratifying the nominations is to be taken. Failing any such nomination or any such ratification the relevant Company Officer shall be appointed by the Board following such consultation with Members as the Board in its absolute discretion considers appropriate.

12.1.2 A volunteer from the Board must replace the Treasurer at a general meeting before the end of a period of 3 years from the outgoing Treasurer's appointment. Where no volunteer steps forward to replace the outgoing Treasurer, the Treasurer shall be appointed by the Board following such consultation with Members as the Board in its absolute discretion considers appropriate.

12.2 The length of term of office for Company Officers shall be determined as follows:

12.2.1 the Chairman and Deputy Chairman shall hold office from the annual general meeting at which their appointment is ratified until the next annual general meeting (when, if willing to continue, either may be reappointed for a second year, but for no longer) and shall not otherwise be removed from such offices except by Ordinary Resolution of the Members of the Company subject to article 17.2 ; and

12.2.2 The Treasurer may hold office for three years and shall not otherwise be removed from such office except by Ordinary Resolution of the Members subject to article 17.2. A Treasurer may not be reappointed for a subsequent three year term unless at least three years have elapsed since he last held office.

12.3 Details of any person nominated in accordance with article 12.1.1 shall be circulated with the notice convening the general meeting at which the vote is to be taken.

12.4 The Chairman will be the pre-eminent representative and officer of the Company, will chair meetings in accordance with the Articles, and will be a director of the Company in accordance with article 16.1. The Deputy Chairman will be the permanent delegate of and will assist the Chairman in the discharge of his duties. Where no Chairman is appointed or acting, the powers and duties of the Chairman will be exercised by the Deputy Chairman. Unless removed under any other provision of the Articles, the Chairman and the Deputy Chairman in office at the date of adoption of the Articles shall serve until the next following annual general meeting of the Company when their term of office shall or shall be deemed to expire. If willing to continue, either may be reappointed for a second year, but for no longer.

- 12.5 The role of the Treasurer will be determined by the Board and set out in the Operating Document.
- 12.6 If a casual vacancy arises at any time for any reason in the office of Chairman or Deputy Chairman it shall be filled by the appointment by the Board of one of its Members and the person so appointed shall hold office until the next annual general meeting and in the case of Treasurer, may hold office until the third general meeting following his appointment.
- 12.7 The office of Chairman, Deputy Chairman or Treasurer shall be vacated if the respective individual ceases to be a director for whatever reason.

13. **NUMBER AND COMPOSITION OF THE BOARD**

- 13.1 Unless otherwise determined by Ordinary Resolution of the Members, the number of directors shall not be less than eight but subject to that shall not exceed 18 persons.
- 13.2 Directors of the Company other than the Company Officers and the Group Director (who shall continue to be designated by the office which they hold) shall each be designated "Director".
- 13.3 The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.

14. **POWERS AND FUNCTIONS OF THE BOARD**

- 14.1 Subject to the provisions of the Companies Acts, the Company's Constitution and to any directions given by Special Resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alteration of the Company's Constitution and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
- 14.2 The directors shall have power to make, alter or revoke bye-laws (which shall include the provisions of the Operating Document) for conducting the affairs of the Company provided that any such bye-laws are not inconsistent with the Company's Constitution. Any such bye-laws shall be invalid to the extent that the same could only be validly effected or amended by Special Resolution of the Members.
- 14.3 Without prejudice to the generality of the purposes for which bye-laws may be made, the Operating Document may include provision for:-
- 14.3.1 the roles and responsibilities of the Company Officers and the Group Director;
 - 14.3.2 the amounts and different qualifying criteria for different levels of Subscription;
 - 14.3.3 the terms of Associate Membership;
 - 14.3.4 the terms of reference and rules of procedure of Groups;
 - 14.3.5 use of the Company's title by Members;
 - 14.3.6 dispute resolution;

- 14.3.7 the exercise of discretion in relation to the appointment of persons to positions in the Company (not having any executive function and not being Members) and the creation of such positions in accordance with the Articles; and
 - 14.3.8 interpretation.
- 14.4 The functions of the Board shall include, without limitation:-
- 14.4.1 to determine issues concerning Membership including admission, suspension and expulsion of Members and Main Member Contacts;
 - 14.4.2 to provide support for the Group Director in new Member acquisition and Member retention;
 - 14.4.3 to appoint the Group Director and accountants;
 - 14.4.4 to commission and review reports relevant to the activities and interests of the Company from any Groups, committees or sub-committees of the Board appointed for any purposes;
 - 14.4.5 to determine and effect all policy and strategic issues and initiatives and to represent the Company and its Members with regard to its objects as expressed by the Company's Constitution from time to time;
 - 14.4.6 to consider developments within the financial services sector;
 - 14.4.7 to prepare and approve a budget for the Company and to determine the Company's expenditure;
 - 14.4.8 to represent the Company at industry events that shall occur from time to time;
 - 14.4.9 to represent the Company at political and regulatory meetings and meetings of the European Union that shall occur from time to time;
 - 14.4.10 to have the sole and absolute discretion to determine the content, strategy and procedure of the areas of policy governed by the Operating Document from time to time, which shall include:
 - (a) the role, status, rights and responsibilities of Associate Members;
 - (b) the roles and responsibilities of the Company Officers;
 - (c) any issues relating to Subscription including the power to set the monetary level of Subscription;
 - (d) the details relating to the composition, role and activities of Groups of the Company; and
 - (e) any other content that the Board shall deem appropriate to include.
- 14.5 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
15. **DELEGATION OF DIRECTORS' POWERS**
- 15.1 The directors may delegate any of their powers which are conferred on them under the Articles to such persons, by such means (including by power of attorney), to such extent, in relation to such matters or territories and on such conditions or subject to such restrictions, as they think fit.

15.2 Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered.

15.3 Groups or committees to which the directors delegate any of their powers must follow procedures which are based as closely as possible on those provisions of the Articles which govern the taking of decisions by directors.

16. **APPOINTMENT AND RETIREMENT OF DIRECTORS**

16.1 Article 12 shall apply as regards the Chairman, Deputy Chairman and Treasurer and article 19 shall apply as regards the Group Director and each shall be a director of the Company by virtue of that office. Save as aforesaid, directors shall be appointed and removed in accordance with the following provisions of this article 16.

16.2 No person shall be a director unless he is an employee of either a Member or of an Associate Member or he is an Associate Member who is an individual. There shall be no age limit for directors of the Company and directors shall not be subject to retirement by rotation.

16.3 Any Member may nominate an employee of a Member or of an Associate Member as a candidate for the Board by advising the Chairman or Group Director no less than six weeks before a general meeting. The Board, on the recommendation of the Chairman and Deputy Chairman, shall decide which candidates are to be presented to a general meeting for appointment as directors.

16.4 Provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors, the Company may by Ordinary Resolution at a general meeting, appoint any such candidate who is willing to act to be a director either to fill a vacancy or as an additional director.

16.5 The candidates who receive the most votes shall, at the general meeting at which the results are announced, be declared duly elected. Subject to the Articles, such number of candidates shall be elected as is necessary to fill the available seats on the Board. If there is an equality of votes, the Chairman of the Company shall have the deciding vote.

16.6 Once elected, a director will continue in office until the earlier of (a) his appointment terminating for any reason; or (b) the conclusion of the next annual general meeting of the Company.

16.7 Subject as aforesaid, a director who retires at an annual general meeting may, if willing to act, be reappointed, subject also to provisions as to tenure which may be decided upon by the Board from time to time for the purposes of good governance.

16.8 In accordance with and subject to Section 168 of the 2006 Act, the Company may by Ordinary Resolution remove any director of the Company.

16.9 At no time may any Member or Associate Member have nominated or have in his employ, more than one serving director.

16.10 Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and the Company.

17. **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

17.1 The office of a director shall be vacated if:

- 17.1.1 he ceases to be a director by virtue of any provision of the Companies Acts or he becomes prohibited by law from being a director; or
- 17.1.2 he ceases to be either (a) employed by a Member or an Associate Member (including both where he ceases himself to be an employee and where his employer ceases to be either a Member or an Associate Member); or (b) an Associate Member who is an individual; and in either case the Board resolves that his office be vacated; or
- 17.1.3 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 17.1.4 a registered medical practitioner who is treating the director gives a written opinion to the Company stating that he has become physically or mentally incapable of acting as a Director and may remain so for more than three months; or
- 17.1.5 he dies or resigns his office by notice to the Company; or
- 17.1.6 he shall have failed to attend for more than 3 consecutive meetings without permission of the directors and the directors resolve that his office be vacated.

17.2 Notwithstanding any provision contained in the Companies Acts relating to the removal of a director, the Members may pass a Special Resolution from time to time to remove any director subject to article 12 (howsoever appointed) from office, without prejudice to any claim for damages he may have for breach of any contract of service between him and the Company. The removal shall be made by notice in writing by or on behalf of the Member or Members making it.

18. **COMPANY BUDGET AND EXPENSES OF DIRECTORS**

- 18.1 The activities and expenses of the Company including the Services and the remuneration of the Group Director and the Management Team are financed by Subscriptions, and the yield on accumulated reserves.
- 18.2 The Company does not seek to make a trading profit and any surplus is retained to finance and enhance future Services to the Members and Associate Members.
- 18.3 With the approval of the Board, a director may be paid reasonable travelling, hotel or other expenses properly incurred in the service of the Company. No director (other than the Group Director) shall be entitled to be paid any fees or other remuneration.

19. **GROUP DIRECTOR'S APPOINTMENT**

- 19.1 The directors shall appoint a person as Group Director who shall be an additional director of the Company upon such terms as the directors determine from time to time and they may remunerate any such director for his services as they think fit. The Group Director may not vote at general meetings.
- 19.2 The Group Director, under directions from the Chairman, shall be responsible for the day to day administration of the Company and the work of the Management Team and shall exercise such of the powers of the Board as may from time to time be delegated to him.

20. **INTERESTS OF DIRECTORS**

- 20.1 A director must disclose to the Board the nature and extent of any material interest of his. Subject to such disclosure, a director shall not be entitled to vote in respect of any

contract or arrangement in which he is interested but may be counted in the quorum present at the meeting at which such contract or arrangement is approved. Provided he has disclosed to the Board the nature and extent of any material interest of his, a director notwithstanding his office:

20.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested provided he has obtained the Board's approval;

20.1.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

20.1.3 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

20.2 For the purposes of article 20.1:

20.2.1 a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and

20.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

21. **PROCEEDINGS OF DIRECTORS**

21.1 Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit. A director may, and the Secretary (if any and if not a director) at the request of a director, call a meeting of the directors. Notice of every meeting of directors shall be given to each director of the Company. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. The directors shall conduct and record their proceedings in the English language. In addition, the Secretary shall, on receipt of a written requisition signed by at least 10% of the Members detailing matters they wish to discuss with the Board, call a meeting of the directors with the Members for that purpose.

21.2 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be the higher of (a) 50% of the total number of directors from time to time rounded up to the nearest whole number or (b) 4 directors. No person shall be counted as more than one for the purpose of determining whether a quorum is present.

21.3 In the absence of a quorum, all those directors attending the meeting of the Board may vote either to:

21.3.1 reconvene the meeting solely for the purpose of appointing new directors to achieve a quorum; or

21.3.2 vote to allow a transitional period whereby the business of the Company may be transacted without the requisite number of directors required by the quorum currently fixed by the directors; or

- 21.3.3 call a general meeting under article 7.1 and allow the Members to vote on a proposed minimum number of directors to achieve a quorum for a Board Meeting.
- 21.4 The directors shall ordinarily meet once every six weeks or at such intervals as they may from time to time decide.
- 21.5 The Chairman shall be the chair of the board of directors. Unless he is unwilling to do so, the Chairman or failing him the Deputy Chairman shall preside at every meeting of directors at which he is present. If there is no director holding that office, or if the director holding it is unwilling to preside or is not present within 15 minutes after the time appointed for the meeting, the directors present may appoint one of their number to preside at the meeting.
- 21.6 In addition, any director or the Chairman may at any time call an ad hoc meeting of the directors by not less than 7 Clear Days' notice (or such lesser period as all directors may on any occasion agree in writing), such notice to summarise fairly the matters to be discussed at such ad hoc meeting.
- 21.7 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 them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 21.8 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors. The date of any resolution passed pursuant to this article shall be when such resolution is signed by the last director required to do so.
- 21.9 Save as otherwise provided by the Articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:
- 21.9.1 the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries;
- 21.9.2 the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- 21.9.3 the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by H M Revenue and Customs for taxation purposes;
- 21.10 For the purposes of this article, an interest of a person who is, for any purpose of the Companies Acts (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company), connected with a director shall be treated as an interest of the director.

21.11 The Company may by Ordinary Resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a director from voting at a meeting of directors or of a committee of directors.

21.12 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive. In the case of a question concerning the right of the Chairman to vote, the question may be referred to the other directors, whose decision shall be final and conclusive.

22. **SECRETARY**

22.1 Subject to the provisions of the Companies Acts, the directors may appoint any person as the Secretary of the Company for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them.

23. **MINUTES**

23.1 The directors shall cause minutes of all proceedings of the Board to be recorded.

23.2 Any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

24. **ACCOUNTS AND BUDGET**

24.1 The accounting records of the Company shall be kept at the Office or, subject to the Companies Acts, at such other place or places as the directors think fit and shall be open to inspection of any director or the Secretary (if any). The Company in general meeting may from time to time make reasonable conditions and regulations as to the time and manner of inspection by Members of the accounts and books of the Company including any budget and subject to such conditions and regulations, the accounts and books of the Company and any budget shall be open to inspection by Members at reasonable times in office hours and by prior appointment.

24.2 Prior to the commencement of each financial period of 12 months, the Group Director and Treasurer shall prepare (and present to the Board) a budget. Each budget shall cover a period of not less than 12 months and shall include a pro forma statement of anticipated Subscription and other income and anticipated expenditure of the Company. A committee of the Board shall review and recommend the budget, with or without amendment, for approval by the Board.

24.3 The Board will, so far as practicable, work within the parameters of the budget and any material amendments to the budget shall be re-submitted to the Chairman for review in accordance with the last preceding article.

25. **NOTICES**

25.1 Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the directors) shall be in writing.

25.2 The Company may give any notice to a Member either personally or by sending or supplying it by electronic means or by post in a prepaid envelope addressed to the Main Member Contact at its registered address or by leaving it at that address.

25.3 A Member present, either by its Main Member Contact or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

25.4 Where the notice is sent or supplied by post (whether in hard copy or electronic form) to an address in the United Kingdom and the Company is able to show that it was properly addressed, prepaid and posted it is deemed to have been received by the intended recipient 48 hours after it was posted. Where the notice is sent or supplied by electronic means and the Company is able to show that it was properly addressed, the notice is deemed to have been received by the intended recipient 48 hours after it was sent.

26. **INDEMNITY FOR CERTAIN LEGAL EXPENSES**

26.1 Subject to the Companies Acts and any agreement made between a director and the Company in accordance with the Companies Acts, a director shall be indemnified out of the Company's assets against any expenses which that director incurs in connection with:

26.1.1 civil proceedings in relation to the Company (unless judgment is given against the director and the judgment is final);

26.1.2 criminal proceedings in relation to the Company (unless the director is convicted and the conviction is final); or

26.1.3 any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company (unless the court refuses to grant the director relief, and the refusal is final).

26.2 A judgment, conviction or refusal of relief becomes final if:

26.2.1 the period for bringing an appeal (or any further appeal) has ended; and

26.2.2 any appeal brought is determined, abandoned or otherwise ceases to have effect.

27. **INSURANCE**

27.1 Subject to the Companies Act, the directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss. In this article:

27.1.1 a "relevant officer" means any director or former director of the Company, any other officer or employee or former officer or employee of the Company (but not its auditors), or any trustee of a pension fund or employee benefits trust of the Company; and

27.1.2 a "relevant loss" means any loss or expenditure which has been or may be incurred by a relevant officer in connection with that relevant officer's duties, powers or responsibilities in relation to the Company or its pension fund or employee benefits trust.

28. **AUDIT**

28.1 Whether or not the Company qualifies to dispense with the requirement to appoint auditors and to audit its accounts in each year, the Company shall appoint an auditor or auditors in accordance with the Companies Acts at such remuneration as may be fixed by the Company in general meeting or in such other manner as the Company may in general meeting determine notwithstanding its compliance with any of the exemption conditions set out in the Companies Acts.