

Company number: 01150237

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION
BRITISH APPROVALS SERVICE FOR CABLES LIMITED



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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

BRITISH APPROVALS SERVICE FOR CABLES LIMITED (the "Company")

Company number: 01150237

(Adopted by special resolution passed on 31 March 2023)

INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS

1.1 In the Articles, unless the context requires otherwise:

"**Articles**" means the Company's Articles of association;

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

"**Board**" means the board of directors of the Company from time to time.

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when banks in England are open for business.

"**Chairman**" has the meaning given in Article 12;

"**Chairman of the Meeting**" has the meaning given in Article 28.3;

"**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**" means the duty to avoid conflicts of interest as given in Chapter 2, section 175 of the Companies Act 2006.

"**director**" means a director of the Company undertaking at least their General Duties as determined within Chapter 2 section, 170 of the Companies Act 2006.

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

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

"**general meetings**" has the meaning given in Article 24(1).

"impartiality" has the meaning that decisions should be based on objective criteria, rather than based on bias, prejudice, or preferring the benefit to one person over another for improper reasons.

"independent judgement" has the meaning as given in Chapter 2, section 173 of the Companies Act 2006.

"Member" has the meaning given in Chapter 1, section 112 of the Companies Act 2006;

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

"participate", in relation to a directors' meeting, has the meaning given in Article 10

"proxy notice" has the meaning given in Article 34;

"Retention" means a sum of not less than £200,000 plus any known outstanding liabilities of the Company to be retained by the Company as normal working capital after distribution of the Transaction Proceeds;

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

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

"Transaction" means a disposal of the entire issued share capital of BASEC Group Limited (Company number 13950143) being a subsidiary of the Company

"Transaction Proceeds" means the value of the cash consideration payable to the Company in respect of the Transaction (including any sums held in escrow after completion of the Transaction but excluding the Retention) after payment of all applicable tax and all reasonable and properly incurred costs and expenses incurred by the Company in connection with the Transaction, as agreed between the Parties or, if there is a dispute, determined in accordance with Article 49, whose provisions will apply as if set out in full in this definition.

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

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

1.3 These Articles shall be binding on the Company and be subject to an annual review by the directors of the Company.

2 LIABILITY OF MEMBERS

2.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for;

- 2.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member,
- 2.1.2 payment of the costs, charges and expenses of winding up, and
- 2.1.3 adjustment of the rights of the contributories among themselves.

DIRECTORS

3 DIRECTORS' POWERS AND RESPONSIBILITIES

- 3.1 Unless otherwise determined by resolution the number of directors shall not be less than two.
- 3.2 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.

4 MEMBERS' RESERVE POWER

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

5 THE BOARD OF DIRECTORS MAY DELEGATE

- 5.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles—
 - 5.1.1 to such person, committee or sub-committee;
 - 5.1.2 by such means (including by power of attorney);
 - 5.1.3 to such an extent;
 - 5.1.4 in relation to such matters or territories; and
 - 5.1.5 on such terms and conditions; as they think fit.
- 5.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 5.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

6 SUB-COMMITTEES

- 6.1 Sub-Committees will from time to time be established by the directors to undertake specific functions and tasks delegated by the directors.
- 6.2 Any sub-committee will have a Chairman appointed by the directors.

- 6.3 Any sub-committee will have a defined scope and terms of reference agreed by the directors. Any changes to the scope or terms of reference to any sub-committee must be agreed with the directors before the changes are implemented.
- 6.4 Sub-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.
- 6.5 The directors may make rules of procedure for all or any sub-committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

7 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 7.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 8.
- 7.2 If
- 7.2.1 the Company only has one director, and
- 7.2.2 no provision of the Articles requires it to have more than one director,
- the general rule does not apply, and the director may take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.

8 UNANIMOUS DECISIONS

- 8.1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 8.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- 8.3 References in this Article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- 8.4 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.

9 CALLING A DIRECTORS' MEETING

- 9.1 The directors shall meet, a minimum of two times per annum.
- 9.2 Any director may call a directors' meeting by giving reasonable notice of the meeting to the directors or by authorising the Company secretary to give such notice.
- 9.3 Notice of any directors' meeting must indicate
- 9.3.1 its proposed date and time;

9.3.2 where it is to take place; and

9.3.3 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.

9.4 Notice of a directors' meeting must be given to each director, but need not be in writing.

9.5 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

10 PARTICIPATION IN DIRECTORS' MEETINGS

10.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when

10.1.1 the meeting has been called and takes place in accordance with the Articles, and

10.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

10.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

10.3 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.

10.4 The directors shall ensure that a balanced representation of all interests are met. When any resolution is put to a vote the number of votes cast by directors appointed or nominated by any one organisation shall not exceed 40% of the votes.

10.5 The directors shall be invited, at each meeting, to divulge any conflict of interest on the agenda subjects and, at the Chairman of the Meeting's discretion, stay or step down for the relevant items.

11 QUORUM FOR DIRECTORS' MEETINGS

11.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting. The quorum of the directors' meeting shall be three directors.

11.2 The quorum for meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is three.

11.3 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

11.3.1 to appoint further directors, or

11.3.2 to call a general meeting so as to enable the Members to appoint further directors.

CHAIRING DIRECTORS' MEETINGS

12 CHAIRMAN

- 12.1 The directors' meeting shall be chaired by a Chairman.
- 12.2 The directors may by resolution appoint such person to act as the Chairman.

13 CASTING VOTE

- 13.1 The Chairman may vote on a resolution. If the numbers of votes for and against a proposal are equal, the Chairman or other director chairing the meeting has a casting vote.
- 13.2 But this does not apply if, in accordance with the Articles, the Chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

14 CONFLICTS OF INTEREST

- 14.1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 14.2 But if Article 14.3 applies, a director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 14.3 This Article applies when
 - 14.3.1 the Company by ordinary resolution dis-applies the provision of the Articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - 14.3.2 the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 14.3.3 the director's conflict of interest arises from a permitted cause.
- 14.4 For the purposes of this Article, the following are permitted causes—
 - 14.4.1 a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
 - 14.4.2 subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - 14.4.3 arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company or any of its subsidiaries which do not provide special benefits for directors or former directors.

- 14.5 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 14.6 Subject to Article 14.7, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any director other than the Chairman is to be final and conclusive.
- 14.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

15 RECORDS OF DECISIONS TO BE KEPT

- 15.1 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.
- 15.2 The directors shall cause minutes of all proceedings at meetings of its directors to be recorded in accordance with section 248 and 249 of the Companies Act 2006.

16 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

17 APPOINTMENT OF DIRECTORS

- 17.1 Subject to Article 17.8, the Company may by ordinary resolution through the General Meeting or by a decision of the directors appoint a person who is willing to act as a director, either to fill a vacancy or as an additional director, on such terms and conditions as may from time to time be agreed between the directors and such other persons, provided that the appointment does not cause the number of directors to exceed TEN (10) fixed by these Articles as the maximum number of directors.
- 17.2 Each Member of the Company shall be entitled to nominate a director as the existing Members shall decide when accepting such Member's application for Membership of the Company, or as stated in the Register of Members.
- 17.3 Directors will be appointed on the basis of the needs of the Company which from time to time will change as the business evolves.
- 17.4 The directors will objectively review and agree annually the skills and experience gaps matched against the needs of the business.
- 17.5 Appointment of directors other than through an ordinary resolution shall offer themselves for re-election at the next general meeting. If not so re-elected then he or she shall retire from office at the conclusion of such general meeting.
- 17.6 No person other than a director re-elected in accordance with Article 17.1 shall be appointed or re-appointed a director at a general meeting:

- 17.6.1 if such appointment or re-appointment causes the Membership and or constitution of the Board to contravene Article 17.8; and
- 17.6.2 unless his or her appointment or re-appointment is (subject to Article 17.1 approved by an ordinary resolution of the Members.
- 17.7 A non-executive director of the Company will not be appointed for a term of more than 3 years and for no more than 3 terms of 3 years (9 years maximum). In exceptional cases the directors' meeting may determine that any non-executive director should be re-appointed for a further term of up to 3 years beyond the 9 years maximum term provided that this is approved by an ordinary resolution of the Members.
- 17.8 The composition of the directors shall be as follows:
- Executive Directors: Chief Executive - 1 (ONE)
- Existing Members: Cable Makers UK Limited (CMUK) - 1 (ONE)
- Electrical Contractors Association Limited (ECA) - 1 (ONE)
- Certsure LLP - 1 (ONE)
- Others - (up to 4) (FOUR)
- 17.9 Nominations of any directors by Members will considered annually and based solely on the needs from time to time of the Company.
- 17.10 A director need not be a Member of the Company, but a director who is not a Member of the Company shall nevertheless be entitled to receive notice of and attend and speak at every general meeting of the Company.
- 17.11 The directors may invite persons to become additional directors, and the terms of such appointments, including duration of office and voting rights, will be agreed by the directors.
- 17.12 In any case where, as a result of death or winding up where a body corporate is a Member, the Company has no Members and no directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a director.
- 17.13 For the purposes of Article 17.12, where 2 or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

18 TERMINATION OF DIRECTOR'S APPOINTMENT

- 18.1 A person ceases to be a director as soon as;
- 18.1.1 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;
- 18.1.2 notification is received by the Company that the director has committed a material breach of his responsibilities which compromises the impartiality and independence of the

Company and after examination and due consideration by the remaining directors it is concluded that the director has committed such a breach;

- 18.1.3 a bankruptcy order is made against that person;
- 18.1.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 18.1.5 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;
- 18.1.6 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;
- 18.1.7 he shall for more than twelve consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated;
- 18.1.8 an existing Member shall be entitled at any time and from time to time to remove from office any director nominated by such Member and to make a fresh nomination in the place of the director so removed All nominations and removals of such directors shall be executed by notice to the Company and subject to Article 17.1, Article 17.4, Article 17.5 and Article 17.8. A Member's right to nominate and remove directors shall cease in the event of such Member ceasing to be a Member of the Company; or
- 18.1.9 if being appointed under the provisions of Article 17 hereof the directors resolve that such appointment be determined.

19 DIRECTORS' REMUNERATION

- 19.1 Directors may undertake any services for the Company that the directors decide.
- 19.2 Directors are entitled to such remuneration as the directors determine—
 - 19.2.1 for their services to the Company as directors, and
 - 19.2.2 for any other service which they undertake for the Company.
- 19.3 Subject to the Articles, a director's remuneration may—
 - 19.3.1 take any form, and
 - 19.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 19.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

- 19.5 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.

20 DIRECTORS' EXPENSES

- 20.1 The directors may by ordinary resolution determine that Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

20.1.1 meetings of directors or committees of directors,

20.1.2 general meetings, or

20.1.3 separate meetings of the holders of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

21 ALTERNATE DIRECTOR

- 21.1 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.

- 21.2 The alternate director shall be appointed for one year after such a period he/she may be re-appointed for a further one year by resolution of the directors.

- 21.3 An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a Member, to attend and vote at any such meetings at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director.

- 21.4 An alternate director shall cease to be an alternate director, if his appointor ceases to be a director; but, if a director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment.

22 BECOMING AND CEASING TO BE A MEMBER APPLICATIONS FOR MEMBERSHIP

- 22.1 Persons admitted to Membership in accordance with the Articles shall be Members of the Company and their names shall be added to the Register of Members.

- 22.2 No person shall become a Member of the Company unless-

22.2.1 that person has completed an application for Membership in a form approved by the directors, and

22.2.2 the directors have approved the application.

- 22.3 Membership of the Company may be enjoyed by an unincorporated body only through the medium of a representative nominated by such unincorporated body.

23 TERMINATION OF MEMBERSHIP

- 23.1 A Member shall cease to be a Member upon the happening of any of the following events;
- 23.1.1 If the Member being an individual becomes bankrupt, or compounds with his creditors generally or being an incorporated Company or association becomes wound up or dissolved
- 23.1.2 If there arises a conflict of interest and the Member becomes Member to, or otherwise interested in, any transaction or arrangement with the Company's competitors or interested in any transaction or arrangement which the Company is otherwise interested.
- 23.1.3 If the Company by special resolution passed at a general meeting terminates such Membership.
- 23.2 Membership is not transferable save with the unanimous consent of all current Members.
- 23.3 A person's Membership terminates when that person dies or ceases to exist.
- 23.4 A Member may withdraw from Membership of the Company by giving 7 days' notice to the Company in writing.
- 23.5 If, being a representative of an unincorporated body, his nomination is revoked by that unincorporated body by writing delivered at that Office.

24 GENERAL MEETINGS

- 24.1 The Company shall in each calendar 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; and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next year. The annual general meeting in each year shall be held at such time and place as the directors shall appoint. All general meetings other than the annual general meetings shall be called extraordinary general meetings.

25 NOTICE OF GENERAL MEETINGS

- 25.1 A annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director or an organisation as a Member shall be called by at least 21 days' notice. All other extraordinary general meetings shall be called by at least 14 days' notice, but a general meeting may be called by shorter notice if it is so agreed:
- 25.1.1 In the case of an annual general meeting, by all the directors and Members entitled to vote thereat; and
- 25.1.2 In the case of any other general meeting of the directors, by directors or Members having a right to attend and vote hold no less than 95 percent of the voting rights at the meeting of all the Members.

26 ORGANISATION OF GENERAL MEETINGS

- 26.1 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.
- 26.2 A person is able to exercise the right to vote at a general meeting when
- 26.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - 26.2.2 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.
- 26.3 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.
- 26.4 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.
- 26.5 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.

27 QUORUM FOR GENERAL MEETINGS

- 27.1 No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the Members attending it do not constitute a quorum.
- 27.2 A quorum for a general meeting shall be at least two Members of the Company.

28 CHAIRING GENERAL MEETINGS

- 28.1 The Chairman of the board of directors shall chair general meetings, if present and willing to do so.
- 28.2 If the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—
- 28.2.1 the directors present, or
 - 28.2.2 (if no directors are present), the meeting,
- must appoint a director or Member to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting.
- 28.3 The person chairing a meeting in accordance with this Article is referred to as "the Chairman of the Meeting".

29 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 29.1 Directors may attend and speak at general meetings, whether or not they are Members.

- 29.2 The Chairman of the Meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

30 ADJOURNMENT

- 30.1 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 Chairman of the Meeting must adjourn it.
- 30.2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if:
- 30.2.1 the meeting consents to an adjournment, or
 - 30.2.2 it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 30.3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting.
- 30.4 When adjourning a general meeting, the Chairman of the Meeting must—
- 30.4.1 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
 - 30.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 30.5 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,
- 30.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and
 - 30.5.2 containing the same information which such notice is required to contain.
- 30.6 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.

31 VOTING AT GENERAL MEETINGS

- 31.1 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.
- 31.2 Each Member is entitled to 1 (one) vote regarding any resolution presented at a general meeting or extraordinary general meeting.

32 ERRORS AND DISPUTES

- 32.1 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.
- 32.2 Any such objection must be referred to the Chairman of the Meeting whose decision is final and conclusive.

33 POLL VOTES

- 33.1 A poll on a resolution may be demanded;
 - 33.1.1 in advance of the general meeting where it is to be put to the vote, or
 - 33.1.2 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.
- 33.2 A poll may be demanded by—
 - 33.2.1 the Chairman of the Meeting;
 - 33.2.2 the directors;
 - 33.2.3 two or more persons having the right to vote on the resolution; or
 - 33.2.4 a person or persons representing not less than one quarter of the total voting rights of all the Members having the right to vote on the resolution.
- 33.3 A demand for a poll may be withdrawn if—
 - 33.3.1 the poll has not yet been taken, and
 - 33.3.2 the Chairman of the Meeting consents to the withdrawal.
- 33.4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.

34 CONTENT OF PROXY NOTICES

- 34.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
 - 34.1.1 states the name and address of the Member appointing the proxy;
 - 34.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 34.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 34.1.4 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.

- 34.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 34.3 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.
- 34.4 Unless a proxy notice indicates otherwise, it must be treated as—
- 34.4.1 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
- 34.4.2 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.

BRITISH APPROVALS SERVICE FOR CABLES

"I of

being a Member of the above named Company, hereby appoint

of or failing him,

Of , as my proxy to vote in my name and on my behalf at the annual/extraordinary general meeting of the Company to be held on, and at any adjournment thereof.

Signed on

35 DELIVERY OF PROXY NOTICES

- 35.1 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.
- 35.2 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.
- 35.3 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.
- 35.4 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.

36 CHIEF EXECUTIVE

- 36.1 The directors may from time to time appoint a person to be the chief executive of the Company for such period and on such terms as they shall think fit, and subject to the terms of the contract of employment or any other contract entered into as the case may be. The chief executive shall be eligible for appointment as a director.

- 36.2 The chief executive shall be the principal executive of the Company, and he shall as such perform such duties and exercise such powers.

37 COMPANY SECRETARY

- 37.1 The Company secretary shall be appointed by the directors for such time, and upon such conditions as they may think fit, and any secretary so appointed may be removed by them, subject to the terms of contract of employment. The directors may from time to time appoint an assistant or deputy secretary, and any person so appointed may act in place of the secretary if there be no secretary.

38 AMENDMENTS TO RESOLUTIONS

- 38.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if;
- 38.1.1 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 Chairman of the Meeting may determine), and
 - 38.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.
- 38.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if;
- 38.2.1 the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 38.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 38.3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution.
- 38.4 A resolution in writing signed by all directors/ the Members of the Board for the time being or of any committee of the Board who are entitled to receive notice of a meeting of the Board or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Board or of such committee duly convened and constituted.

ADMINISTRATIVE ARRANGEMENTS

39 MEANS OF COMMUNICATION TO BE USED

- 39.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

39.2 Subject to the Articles, any notice or document to be sent or supplied to a director 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.

39.3 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.

40 COMPANY SEALS

40.1 Any common seal may only be used by the authority of the directors.

40.2 The directors may decide by what means and in what form any common seal is to be used.

40.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

40.4 For the purposes of this Article, an authorised person is;

40.4.1 any director of the Company;

40.4.2 the Company secretary; or

40.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

41 ACCOUNTS

41.1 The Company must keep adequate accounting records in accordance with section 386, 388 and 389 of the Companies Act 2006.

42 AUDIT

42.1 Subject to the provisions of Article 42.3, once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

42.2 Auditors shall be appointed, and their duties regulated in accordance with Companies Act 2006 as from time to time amended.

42.3 Subject to the Members' approval, the Company shall be permitted to dispense with the obligation to have its accounts audited once the Company no longer meets the statutory requirement for such inspection.

43 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

43.1 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.

DIRECTORS' INDEMNITY AND INSURANCE

44 INDEMNITY

44.1 Subject to Article 44.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against—

44.1.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,

44.1.2 any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

44.1.3 any other liability incurred by that director as an officer of the Company or an associated company.

44.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

44.3 In this Article;

44.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

44.3.2 a "relevant director" means any director or former director of the Company or an associated company.

45 INSURANCE

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

45.2 In this Article

45.2.1 a "relevant director" means any director or former director of the Company or an associated company,

45.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and

45.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

DISTRIBUTION OF ASSETS

46 DISTRIBUTION OF TRANSACTION PROCEEDS

46.1 For the purposes of this Article 46 the respective commencement dates for commencement of Membership of the Company shall be deemed to be as follows:

46.1.1 Cable Makers UK Limited – December 1973;

46.1.2 Electrical Contractors Association Limited – October 1978; and

46.1.3 Certsure LLP – September 2003.

46.2 Cable Makers UK Limited shall assume all the rights previously held and all the obligations previously owed by the British Cable Association as if Cable Makers UK Limited had been a Member of the Company since the date set out in Article 46.1.1.

46.3 The proportion of the Transaction Proceeds to be distributed to each of the Members (plus a proportion of the Company's retained profits as determined by the Board), which may be distributed in one or more tranches of payments over time, shall be calculated in accordance with the following formula:

(1) the number of full months of Membership of the respective Member as measured between the relevant date specified in Article 46.1 and the date of completion of the Transaction (including the month of the relevant date for each respective Member in Article 46.1 and the month of completion of the Transaction)

DIVIDED BY

(2) the aggregate number of full months of Membership of all of the Members by reference to the dates specified in Article 46.1 and the date of completion of the Transaction (including the month of the relevant date for each respective Member in Article 46.1 and the month of completion of the Transaction).

47 RETENTION OF FUNDS BY THE COMPANY

47.1 The Retention shall be held by the Company after distribution of the Transaction Proceeds for use as working capital to deal with post-Transaction expenses including but not limited to payment of run off insurance, professional costs and fees for the winding up of the Company. The balance of any Retention shall be distributed as agreed by the Members or in the absence of agreement in the proportions set out in Article 46.3.

47.2 Should the Company require additional funds above and beyond that provided for in Article 47.1, and subject to completion of the Transaction, the Members shall promptly on demand from the Company make payment in cash to the Company of such amounts up to an aggregate maximum contribution by the Members of £500,000, and any such payment obligation by the Members collectively shall be apportioned between them in the same proportions as set out in Article 46.3.

48 MANAGEMENT AND WINDING UP OF THE COMPANY

- 48.1 Following the Transaction and until such time as the Company is formally wound up, each Member shall ensure that it appoints and retains a director to the Board of the Company, and that all such directors shall use all reasonable endeavours to conclude any outstanding obligations and liabilities of the Company as efficiently as possible.
- 48.2 The Company shall not be liquidated prior to the second anniversary of the date of the Transaction, and shall thereafter only be liquidated with the unanimous consent of the Members. Any assets or funds remaining available for distribution to the Members after the winding up of the Company and its subsidiaries shall be distributed as agreed by the Members or in the absence of agreement in the proportions set out in Article 46.3.

49 EXPERT DETERMINATION

- 49.1 An "**Expert**" is a person appointed in accordance with this Article 49 to resolve disputes in relation to the Transaction Proceeds and the distribution of such Transaction Proceeds.
- 49.2 In the event of any dispute between the Members as to the calculation or value of the Transaction Proceeds or the distribution thereof, the Members shall use reasonable endeavours to agree on the appointment of an independent Expert. No Member shall unreasonably withhold its agreement to the terms of appointment proposed by the Expert or any other Member.
- 49.3 If the Parties are unable to agree on an Expert or his or her terms of appointment within 10 Business Days of a Member serving details of the proposed Expert on the others, a Member shall then be entitled to request the President of the Institute of Chartered Accountants of England & Wales to appoint as an Expert an independent chartered accountant of repute with experience in resolving disputes relating to the calculation and distribution of transaction proceeds.
- 49.4 The Expert is required to prepare a written decision and give notice (including a copy) of the decision to the Parties within a maximum of 40 Business Days of the matter being referred to the Expert.
- 49.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by Article 49.4 then:
- 49.5.1 any Member may apply to President of the Institute of Chartered Accountants of England & Wales to discharge the Expert and to appoint a replacement Expert with the required expertise; and
- 49.5.2 this Article 49 applies in relation to the new Expert as if he were the first Expert appointed.
- 49.6 The Parties are entitled to make both written and oral submissions to the Expert and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 49.7 The Expert may, in his reasonable discretion, determine such other procedures to assist with the conduct of the determination as he considers just or appropriate, including (to the extent he considers necessary) instructing professional advisers to assist him in reaching his determination.

- 49.8 Each Member shall, with reasonable promptness, supply each other with all information and give each other access to all documentation and personnel as each other reasonably requires to make a submission under this Article 49.
- 49.9 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the amount and the appropriate distribution of the Transaction Proceeds, which may include any issue involving the interpretation of any provision of these Articles, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The written decision of the Expert on the matters referred to him shall be final and binding in the absence of manifest error or fraud.
- 49.10 Each Member shall bear its own costs in relation to the reference to the Expert. The fees of the Expert and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the Members or in such other proportions as the Expert shall direct.