

Company number 08546808


**SPECIAL RESOLUTION
OF
CICERO LEAGUE OF INTERNATIONAL LAWYERS (the "Company")**

Passed on 31st May 2019

At a general meeting of the Company duly convened and held at Radisson Blu Hotel
Oslø on 31st May 2019 at 11 am/pm, the following
resolution was duly passed as a special resolution.

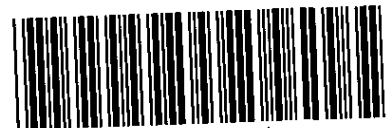
SPECIAL RESOLUTION

THAT the draft Articles of Association attached to this resolution be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association.

Signed.....

Director

THURSDAY



A8BF13KY
08/08/2019 #101
A07 COMPANIES HOUSE

MUNDAYS.

THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**Articles of Association
of
Cicero League of International Lawyers**

Company number: 8546808

Adopted by Special Resolution passed on 31 May 2019



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1. Preliminary

1.1 In the construction of these Articles the following words and expressions shall have the following meanings respectively unless the context otherwise requires:-

Act	the Companies Act 2006 or any statutory modification or re-enactment thereof;
Affiliate Member and Affiliate Membership	a Member of the Company on the terms set out in clauses 5.5 to 5.13;
Articles	the Articles of Association for the time being of the Company;
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Business Name	the names "Cicero" and "Cicero League of International Lawyers" and any derivations thereof;
Company	the company incorporated and registered in England and Wales under company number 8546808 and known as CICERO LEAGUE OF INTERNATIONAL LAWYERS ;
Domain Name	www.ciceroleague.com ;
EU Mark	any trade mark registered in the European Union incorporating the Business Name;
Executive	the executive and management board of the Company consisting of the Officers;
Full Member	Members who are not Affiliate Members;
General Meeting	a general meeting of the Company;
Honorary Member	as set out in clause 19;
Model Articles	means the model articles for private companies

limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229);

Members

the members of the Company and "Membership" shall be construed accordingly and the terms Members and Membership includes Affiliate Members;

Officers

the officers of the Executive as set out in Article 12;

President

the president of the Company elected in accordance with the provisions of Article 11;

Subscription

the subscription fee payable to the Company under Article 7.

- 1.2 Words importing the singular number only include the plural and the converse applies.
- 1.3 Words importing males include females and vice versa.
- 1.4 Words and expressions defined in the Act shall have the same meanings in these Articles.

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 the Company being wound up while it is a Member or within one year after it ceases to be a Member, for:

- 2.1.1 payment of the Company's debts and liabilities contracted before it 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 contributions among themselves.

3. Exclusion of Model Articles

These Articles exclude the Model Articles.

4. Objects

The objects of the Company shall be:-

- 4.1 to provide Members with access to the international market place and thereby present a forum for the generation of new business between Members and to create a gateway to law firms throughout the world;
- 4.2 to provide Members with an analysis of the implication of the opening up of cross-border commercial transactions;
- 4.3 to provide Members with access to detailed local knowledge of a foreign jurisdiction;
- 4.4 to provide a forum in which the lawyers and employees of Members can liaise with each other and thereby establish both professional and social relationships;
- 4.5 to raise the international profile of Members with their respective clients PROVIDED THAT IT IS ACKNOWLEDGED AND CONFIRMED THAT the Members, as distinct from the Company itself, shall provide legal services to clients. At no time shall the Company provide legal services to its Members' clients in its own right.

5. Membership

Full Membership

- 5.1 Full Membership shall be open to any firm of lawyers qualified to practice law in its local jurisdiction but not, unless otherwise agreed by the Company, being a member of another company, association, club, organisation or other legal personality whether incorporated or otherwise, whose business, aims or objects are the same or similar to those of the Company and no existing Member (unless otherwise agreed by the Company) shall be permitted to become a member of a competing company, association, club, organisation or other legal personality whether incorporated or otherwise.
- 5.2 There shall be no limit on the number of Full Members but the Company will retain the power of selection and dismissal of Full Members in accordance with Articles 6 and 8.
- 5.3 No more than one Member from any country except the United States of America shall be a Full Member at any one time. In the case of the United States of America there may be up to a maximum of three Full Members within such territory.

- 5.4 The Members are not in joint practice or in partnership. Each Member is autonomous and performs professional services on an independent basis. No Member shall bind another Member nor shall the Company bind any Member.

Affiliate Membership

- 5.5 The Executive may accept a member as an Affiliate Member subject to the conditions set out in this Article.
- 5.6 If a prospective member, practising law in a jurisdiction where the Executive finds difficulties in attracting a new member in, may be invited to apply for Affiliate Membership of the Company. This Affiliate Membership is only available to firms of lawyers that comply with Article 5 of the Articles and who have filled in the questionnaire referred to at Article 6.2. to the Executive's reasonable satisfaction.
- 5.7 The Articles will apply to the Affiliate Member subject to the exclusion of the following:
- 5.7.1 Contrary to Article 7 (subscription), the Affiliate Member will only be obliged to pay 50 % of the annual Subscription;
 - 5.7.2 Contrary to Article 9.2 (duty of members), the Affiliate Member will only use all reasonable endeavours to send 1 or more representatives to at least 1 of every 4 consecutive General Meetings;
 - 5.7.3 Contrary to Article 10.9 (general meeting), the Affiliate Member will not have any voting rights;
 - 5.7.4 Contrary to Article 14.3, 14.4 and 14.5, registration and maintenance for trade marks in the Affiliate Member's jurisdiction will not be registered nor maintained by the Company unless the Executive decide otherwise; the Affiliate Member whose country is not a member state of the EU and/or WIPO is not under the obligation to apply for trademark protection of the word Cicero unless the Executive decide otherwise; the Company will not maintain monitoring services for new trademark registration of identical and similar trademarks in the Affiliate Member's jurisdiction, unless the Executive decide otherwise.
- 5.8 The prospective Affiliate Member will become an Affiliate Member only after approval by the Executive, payment of the first subscription fee and on attending their first Company meeting.
- 5.9 The duration of the Affiliate Membership is limited to 4 years.

- 5.10 After 4 years an Affiliate Member shall decide either to apply for full Membership or to terminate the Affiliate Membership with the Company, subject to clause 5.11.
- 5.11 If the Affiliate Member has complied with the Company's Articles and if the Executive approves, the Affiliate Membership can be renewed for a further 4 years.
- 5.12 If during the Affiliate Membership the Company receives an application from another candidate in the Affiliate Member's jurisdiction to be a Full Member, the Affiliate Member will decide within 2 months to either apply to be a Full Member or to terminate its Affiliate Membership.
- 5.13 Upon acceptance of a Full Member by the General Meeting, the Affiliate Membership will automatically terminate, subject to clause 5.12.

6. Admission of Members

- 6.1 The Executive may send out such invitations in writing to potential new members in such form as the Executive may prescribe.
- 6.2 The President shall circulate to the Members a completed questionnaire with details of the proposed new Member. If the President has received no written objections from at least two Full Members within 10 Business Days of the release of the questionnaire he shall then visit or nominate another person to visit the offices of the proposed new Member. The requirement to visit shall not apply to prospective Affiliate Members. Thereafter the President or other nominated party shall report in writing to the Members with his findings and recommendations. Unless at least two Full Members object to the admission of the proposed new member within 10 Business Days of the issue of the report that proposed new Member shall become a Member.
- 6.3 The Executive may delegate its powers under this section to a committee formed for the purpose of finding, vetting and admitting new Members or to a Member nominated by the Executive.

7. Subscription

- 7.1 Full Members shall be liable to pay an annual Subscription for each year or part of a year during which they are Full Members. The Subscription shall be pro rated on a quarterly basis for the first year of membership of a new Full Member.

- 7.2 The Executive shall, having regard to the financial requirements or estimated financial requirements of the Company, decide upon the Subscription that shall apply during the following financial year.

8. Termination of Membership

Membership may at any time cease by resignation, disqualification or expulsion:

- 8.1 Resignation shall be by notice in writing given to the Executive and shall be effective immediately.
- 8.2 Disqualification shall be automatic if a Member ceases to hold authorisation from the relevant authorities or be qualified to practice law within its local jurisdiction.
- 8.3 Expulsion shall be by a decision of the Company after recommendation made to it by the Executive. Any Member who shall, in the opinion of the Executive be acting or have acted inconsistently with the objects of the Company as described in Article 4 or be otherwise unsuitable for Membership may be excluded from the Company by resolution of a majority of at least three-fourths of the Full Members present and voting at a General Meeting of the Company convened for the purpose of considering the same. No such resolution shall be passed or have any validity or effect unless the Member concerned has been given a proper opportunity of attending and being heard at the meeting at which the resolution is considered.
- 8.4 Non payment of the Subscription and monies owed to other Members shall be considered by the Company as a reason for expulsion in such case whereby the Subscription or monies remain outstanding for a period of six months or more following the date of written request for payment by the Company or the other Member.
- 8.5 In case of urgency or when, in the opinion of the Executive, the continuation of the Membership may damage the Company, the Executive may expel a Member without prior approval of the General Meeting. The Executive will however seek ratification of its decision on the next General Meeting.
- 8.6 Membership is not transferable without the written consent of the Executive.

9. Duty of Members

- 9.1 Members shall use all reasonable endeavours to promote the objects of the Company.
- 9.2 Members shall use all reasonable endeavours to send one or more representatives to at least each alternate General Meeting.

10. Meetings of the Company

- 10.1 Unless as otherwise agreed by the Executive, during each calendar year the Company shall hold a General Meeting in each May and November.
- 10.2 At every General Meeting the Company shall decide the time and place for the holding of at least 2 following General Meetings.
- 10.3 The business of General Meetings shall include:-
- 10.3.1 the adoption of the Annual Reports and Accounts at one of the General Meetings;
 - 10.3.2 the election of the Officers where relevant;
 - 10.3.3 any resolutions of which due notice has been given;
 - 10.3.4 any other business at the discretion of the President or, if he is not present, the elected chairman of the Meeting.
- 10.4 Notice convening a General Meeting must be sent to each Member at least one calendar month prior to the holding of that General Meeting.
- 10.5 In addition to the General Meetings described in Article 10.1, the Executive may whenever they think fit convene a General Meeting on 25 Business Days' notice.
- 10.6 The accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any General Meeting.
- 10.7 Subject to Article 10.9, at all General Meetings a resolution put to the vote of the General Meeting shall be decided on a show of hands of Full Members save for the election of Officers pursuant to Article 10.3.2 which shall be on a poll vote, and a declaration by the President, or if he is not present the elected chairman, of the Meeting that a resolution has been carried, or has been carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect made in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against that resolution. Any Full Member may request a poll vote be taken to decide a resolution and, provided a vote has not already been decided, a poll vote shall be taken on the matter in question.

- 10.8 Unless otherwise expressly stated a resolution shall be passed by a simple majority of votes cast.
- 10.9 Each Full Member may be represented at any General Meeting by any number of delegates but only Full Members shall vote and shall only be entitled to one vote where a poll has been requested. Any Full Member may authorise such person being a partner or employee of the relevant Full Member as it thinks fit to act as its representative at any General Meeting of the Company and for all other purposes and the person so authorised shall be entitled to exercise the same powers on behalf of the Full Member which he represents as that Full Member could exercise if it were an individual Full Member of the Company.
- 10.10 All expenses incurred by each Member attending a General Meeting will be solely for the account of that Member alone and shall include paying a proper portion of the hosting Member's actual expense of hosting the meeting. The President's proper expenses for attending General Meetings shall be borne by the Company.
- 10.11 Save as herein expressly provided, no person other than a Full Member duly registered, and who shall have paid every Subscription and other sum (if any) which shall be due and payable to the Company in respect of its Membership, shall be entitled to vote on any question at any General Meeting, but any accidental omission to enforce this provision shall not invalidate any resolution.
- 11. Officers**
- 11.1 The Officers of the Company shall consist of 4 executive Officers who shall be practising lawyers in their jurisdiction and whose respective law firms and legal practices are also Full Members of the Company.
- 11.2 The Officers will nominate a President amongst them.
- 11.3 Any Officers mandate is limited to a 3 year term.
- 11.3.1 The number of terms an Officer may serve is unlimited: the Officer may however not be re-elected for more than two consecutive terms.
- 11.4 Officer's polls will be organized by the Executive.
- 11.4.1 The Executive will inform the Full Members and request candidates to stand and inform the Executive of their candidacy at least 4 months prior to the termination of the outgoing Officer's mandate.

- 11.4.2 The Executive will inform the Full Members on the identity of the candidates.
- 11.4.3 If the number of candidates does not exceed the number of vacancies, the candidates will be deemed elected.
- 11.4.4 If the number of candidates exceeds the number of vacancies, the Executive will request each Full Member to cast a vote in writing by email to the President or if the President is standing for re-election, another officer appointed by the Executive and copied in to the Controlling Officer at least three months prior to the termination of the outgoing Officer's mandate.
- 11.4.5 The Controlling Officer is:
 - 11.4.5.1 the most senior outgoing Officer leaving the board;
 - 11.4.5.2 (if the most senior outgoing Officer is standing or is the President), a less senior outgoing Officer;
 - 11.4.5.3 (if no outgoing Officers are available) the senior remaining Officer
- 11.5 Upon closing of the poll, the President and the Controlling Officer will each separately and independently count the votes and will within 3 days consult and agree on the number of votes for each candidate.
 - 11.5.1 The President and the Controlling Officer will then notify the candidates by email of the result of the voting.
 - 11.5.2 Any candidate may, within 48 hours after receiving notification of the results of the election, request that the votes be recounted by the accountants of the Company or, if at the time the Company has an administrative officer or office in place, by such person (providing the person is not a member of the Executive) for independent verification of the results. The result of the recount shall be provided to the candidates and the Executive within 7 days.
 - 11.5.3 The Executive shall notify the Members which candidate has been elected after expiry of the period for the candidates to request a recount of the votes or immediately after notifying the candidates of the outcome of a recount.
- 11.6 In the case of equality of votes, a second round will be held between the candidates receiving the most votes within 14 days after closing of the first poll or a recount in such manner as the election set out in clause 11.4.

- 11.6.1 In case of equality of votes, if only two candidates stood, a second round will be held between the same candidates where the Executive will ask exclusively for the votes of the Full members who did not cast a vote during the first round.
- 11.6.2 When a second or further round of votes is required, the number of votes cast will be validated by the President and the Controlling Officer as required in Article 11.4 and the candidates have the right to seek an audit of the votes as set out in Article 11.5.
- 11.7 In the event of any Officer ceasing to be an Officer before the expiry of her/his term whether due to resignation, death, the expulsion of the Full member of which they are a practicing lawyer, or other circumstances, the Executive may decide to appoint any person who is willing to act as an Officer on a temporary basis until a poll will have been organised under Article 11.4 and 11.5.
 - 11.7.1 such poll will be compulsory when the term of the leaving Officer would end more than 18 months before its normal duration;
 - 11.7.2 such appointment shall be by unanimous decision of the Executive;
 - 11.7.3 the Officer newly elected by the Full Members shall be elected for the unexpired period of the replaced Officer's term.

12. The Executive

- 12.1 The overall management of the Company shall be vested in the Executive.
- 12.2 The Executive shall consist of the Officers who must be a Full Member or representative of a Full Member.
- 12.3 Unless otherwise agreed by the Company in writing an Officer's appointment shall be immediately terminated if such Officer's firm or legal practice ceases to be a Member of the Company for any reason.
- 12.4 All bona fide acts or decisions approved at a meeting of the Executive or of any committee of the Executive, or taken by any person acting as a member of the Executive, shall, notwithstanding it being afterwards discovered that there was some defect in the appointment or continuance in office of any such member of the Executive or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if such person had been duly appointed or had been duly continued in office and was qualified to be a member of the Executive.

- 12.5 The Executive shall cause proper minutes to be made of all appointments of Officers made by the Executive and of meetings of the Executive or of committees of the Executive, and all business transacted at such meetings. 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 further proof of the facts therein stated. Such minutes of any meeting and all other decisions or resolutions of the Executive shall be circulated to the Members. The Executive shall conduct its business in such manner as the Officers consider appropriate and convenient.
- 12.6 The Executive shall have authority to establish sub-committees of the Executive and appoint members of the Executive to act as officers of such sub-committees.
- 12.7 The quorum, which shall be comprised of Officers having a right to vote at a Meeting of the Executive, necessary for the transaction of the business of the Executive may be fixed by the Executive and unless so fixed at any other number shall be three. A meeting of the Executive at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being exercisable by the Executive.
- 12.8 A resolution in writing signed by the Officers for the time being entitled to vote at a meeting of the Executive, shall be valid and effectual as if it had been passed at a meeting of the Executive duly convened and held.
- 12.9 Any Officer or member of a committee of the Executive may participate in a meeting of the Executive or such committee by means of electronic mail link up or conference telephone or other similar electronic or digital communications equipment whereby all persons participating in the meeting can either hear and speak to each other or otherwise communicate and any Officer or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.

13. Powers of the Executive

- 13.1 In pursuance of the objects set out in article 4, the Executive has the power to:
- 13.1.1 Pay all or any reasonable expenses incurred in connection with the promotion, regulation, continuation of the Company and to contract with any person, firm or company to pursue the same;
- 13.1.2 Open and operate bank accounts and other facilities for banking;
- 13.1.3 Do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in article 4.

- 13.2 The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in article 4.
- 13.3 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:
- 13.3.1 Reasonable remuneration to any Member, officer, employee or contractor of the Company for any approved services rendered to the Company;
- 13.3.2 Reasonable out-of-pocket expenses properly incurred by any Officer in furthering the business of the Company as set out in article 4.
- 13.4 The Executive may nominate an Ambassador and entrust him with the tasks the Executive considered appropriate and useful, at the Executive's discretion. The Ambassador does not have to satisfy the condition for Membership, but should create an added value to the Company through his network, experience, professional qualifications. The Ambassador will not be remunerated for his services, his out-of-pocket expenses properly incurred in providing his service will be reimbursed.

14. The Company's Assets

General Transfer

- 14.1 In consideration of the mutual obligations of the Company and its Members pursuant to the Articles, each Member and the Executive on the date of adoption of these Articles hereby transfer to the Company any assets held by them but used solely in connection with the unincorporated association known as the CICERO LEAGUE OF INTERNATIONAL LAWYERS and/or operating under the Business Name.
- 14.2 Notwithstanding the generality of the above, on adoption of these Articles the existing EU Mark and Domain Name shall be assigned to the Company.

Trademarks and the Business Names

- 14.3 The Company shall register and maintain, so far as is possible, trademarks for the word "Cicero" in all countries where a Member has an office ("**Countries**"). In the case of Members with offices in countries of the European Union ("**EU**"), or where Members are member states of the World Intellectual Property Organization ("**WIPO**"), the Company shall at its sole cost register and maintain a European Union Community trademark and an international trademark.

- 14.4 As regards such countries which are not member states of the EU and/or WIPO, the Members representing these countries shall, provided they have obtained the prior written consent of the Executive, apply for trademark protection for the word "Cicero" in their own name but on trust for the Company in, as a minimum, the category or class of "legal services" or as near as may be to that category or class under that jurisdiction and so far as is possible under local law. Such application for local trademark registration shall be made without the Member charging the Company in respect of fees for time spent, whereas the distribution of the expenses for the registration and the maintaining of the trademark in the relevant non EU or WIPO country shall be determined on a case by case basis by the Executive. If for any reason, such Member ceases to be a Member it shall forthwith transfer the trademark(s) so registered in its name to the Company or another Member designated by the Executive. If the relevant Member has ceased to be a Member other than voluntarily, the Company shall reimburse any on-going trademark maintenance fee which has been pre-paid by the Member for a period following cessation of Membership.
- 14.5 The Company shall maintain, so far as is reasonably practicable, at its sole cost monitoring services for new trademark registrations of identical and similar trademarks in all countries where Full Members have offices and shall keep Members informed of any such trademark registrations in the states where they have offices.
- 14.6 Members shall advise and support the Company in respect of all matters pertaining to the Business Name without charge but reasonable expenses incurred in giving such support shall be reimbursed by the Company.
- 14.7 Members shall immediately inform the Executive if they become aware of any infringement of the "Cicero" trademarks or unauthorised use of the Business Name ("**Infringement**"). The Executive shall decide on the course of action in respect of such Infringement which may include measures to defend the trademark and/or Business Name, oppositions, and cancellations before locally competent courts. Subject to Article 14.8, Full Members shall take any such action deemed necessary by the Executive in their country without charge but their reasonable expenses in connection with the same shall be reimbursed by the Company.
- 14.8 In the event that a Full Member is required to devote more than twenty five working hours per annum in connection with defending an Infringement, the Executive may in its sole discretion and on a case by case basis, agree that the Company shall compensate such Full Member for any time they spend in excess of twenty five working hours but in each case taking into account the economic and financial situation of the Company. For the

avoidance of doubt, time spent by a Full Member in connection with the registration and maintenance of a trademark shall not be included in this Article 14.8.

- 14.9 The Company hereby grants to each Member a royalty free worldwide non-exclusive licence to use the Business Name and Cicero logo for the duration of their Membership. The Members may use the Business Name and Cicero logo solely for legal services and services related thereto and may not alter the Cicero logo without the prior written consent of the Executive. Members may only use the Business Name and Cicero logo in a way that the Executive, in its sole discretion, believes appropriate for business law firms of high standing and repute. The Company may revoke the licence granted under this Article 14.9 and prohibit the use of the Business Name and Cicero logo by notice in writing to a Member who does not comply with the terms of use in this Article 14.9.
- 14.10 Members shall be entitled to register as licensees of the registered trademarks in respect of the Business Name and Cicero logo but shall bear all costs of registration. In the event that a Member who has registered as a licensee of the Business Name and Cicero logo ceases to be a Member for whatever reason, he shall immediately cease using the Business Name and Cicero logo, waive any rights he may have as licensee and withdraw any licence registration at his own cost.
- 14.11 Each Member hereby appoints the President (or, failing him, one of the other Officers, or some other person, nominated by a resolution of the Executive) as his attorney and/or agent to complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant trademark to the Member nominated by the Executive for the purpose pursuant to Article 14.4 or the withdrawal of a licence registration pursuant to Article 14.10.

Income of the Company

- 14.12 The income and property of the Company, whensoever derived, shall be applied solely towards the promotion of the objects of the Company as set out herein and no portion thereof shall be paid or transferred directly or indirectly, by way of bonus or otherwise howsoever by way of profit, to the Members.

15. Annual Report

The Executive shall in every year cause to be prepared and printed and circulated amongst the Members a report of the work carried on by the Company during the preceding year.

16. Accounts

- 16.1 The Executive shall cause accounting records to be kept. The books of account shall be kept at the registered office of the Company or subject to the Act at such place or places as the Executive shall think fit, and shall always be open to the inspection of the Members of the Executive.
- 16.2 The financial year of the Company shall commence on 1st January each year and end on 31st December each year unless resolved to the contrary by Full Members.

17. Audit

It shall not be necessary for an auditor to be appointed by the Company. The Full Members may at any time by a resolution require that an audit be carried out of the income, expenditure and accounts of the Company.

18. Banking Arrangements

The Executive will open any bank accounts in the name of the Company at a bank decided upon by the Executive. All cheques are to be signed as the Executive may determine.

19. Honorary Members

The Company, acting in general meeting, may from time to time, appoint an individual as an Honorary Member in recognition of past services rendered to the Company. Such appointment shall confer upon the honorary member the right to attend, but not vote at, General Meetings of the Company but shall otherwise not confer any rights or privileges of membership of the Company. An Honorary Member is not a Member, either a Full Member or Affiliate Member. No Subscription is required from an Honorary Member.

20. Notices

- 20.1 A notice given under or in connection with the Articles may be served by the Company upon any Member, either personally or by sending it through the post in a prepaid letter, addressed to such Member at its registered address appearing in the register of members, or by way of facsimile or other electronic means to an address or number notified to the Company for the purpose and shall be deemed to have been received by the relevant Member in accordance with Articles 20.2 to 20.4.

- 20.2 Any notice to a Member within England and Wales, if served by pre paid first class post, shall be deemed to have been served on the next Business Day following that on which the letter containing the same is put into the post; and
- 20.3 Subject to Article 20.4, any notice to a Member outside of England and Wales shall be in writing and in the English language. Notices, if served by pre-paid airmail providing proof of postage, shall be deemed to have been serviced on the fifth Business Day after posting, notwithstanding that such notices may subsequently be returned undelivered through the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post as a prepaid letter.
- 20.4 Any notice, if served by electronic means, shall be deemed to have been served on the Business Day following the day on which the same was transmitted.

21. Indemnity and Insurance

- 21.1 Subject to Article 21.2, but without prejudice to any indemnity to which an Officer is otherwise entitled each Officer shall be indemnified out of the Company's assets against:
- 21.1.1 all costs, charges, losses, expenses and liabilities incurred by him as an Officer in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- 21.1.2 any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- 21.1.3 the Company may provide any Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 21.1 and otherwise may take any action to enable any such Officers to avoid incurring such expenditure.
- 21.2 This Article 21 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

21.3 The Officers 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.