

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

THE INTERNATIONAL TAX STAMP ASSOCIATION LIMITED
("ITSA" or the "Association")

As adopted on 19 March 2020

CONTENTS

CLAUSE

| | |
|---|----|
| 1. Interpretation | 3 |
| 2. Objects | 5 |
| 3. Powers | 5 |
| 4. Income..... | 6 |
| 5. Winding up..... | 7 |
| 6. Guarantee..... | 7 |
| 7. Board decisions | 7 |
| 8. Calling a Board meeting | 8 |
| 9. Board meetings and quorum | 8 |
| 10. Chairman and casting vote | 8 |
| 11. Directors' conflicts of interest..... | 9 |
| 12. Records of decisions to be kept | 11 |
| 13. Number, appointment and term of office of Directors | 11 |
| 14. Alternate Directors..... | 13 |
| 15. Secretary..... | 13 |
| 16. Change of Association name..... | 13 |
| 17. Application for membership | 13 |
| 18. Transfer of membership | 15 |
| 19. Expulsion of Member | 15 |
| 20. Members' meetings and votes of Members | 16 |
| 21. Proxies | 16 |
| 22. Means of communication to be used..... | 17 |
| 23. Rules..... | 17 |
| 24. Indemnity and insurance | 17 |

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

THE INTERNATIONAL TAX STAMP ASSOCIATION LIMITED

("ITSA" or the "Association")

(Adopted on incorporation)

As adopted on 19 March 2020

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Articles: means ITSA's Articles of Association for the time being in force;

Business Day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Code of Conduct: means such code of conduct as the Directors determine from time to time;

Conflict: means a situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of ITSA;

Eligible Director: means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding in relation to the authorisation of a conflict pursuant to Article 11, any Director whose vote is not to be counted in respect of the particular matter);

Member: means a Member of ITSA;

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) as amended prior to the date of adoption of these Articles and reference to a numbered "Model Article" is a reference to that article of the Model Articles.

Term: the period from the end of the relevant annual general meeting until the end of the second annual general meeting which follows it. For example, a Term which began at the end of the second annual general meeting would continue, unless terminated earlier, until the end of the fourth annual general meeting. For the avoidance of doubt, as these meetings must be held every 12 to 18 months, the Term could be from as little as 24 months to as much as 36 months (or longer if any of the relevant annual general meetings are not held at the right time).

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles. Any word denoting a gender shall be construed as including a reference to any person of any gender.
- 1.4 A reference in these Articles to an "**article**" is a reference to the relevant Article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to ITSA, except in so far as they are modified or excluded by these Articles.

- 1.8 Model Articles 2, 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 18(e), 22(2) and (3), 30(2), 35, 38 and 39 shall not apply to ITSA.
- 1.9 Model Article 7 shall be amended by:
- (a) the insertion of the words "for the time being" at the end of Article 7(2)(a); and
 - (b) the insertion in Article 7(2) of the words "(for so long as he or she remains the sole Director)" after the words "and the Director may".
- 1.10 Model Article 20 shall be amended by the insertion of the words "and the secretary" before the words "properly incur".

2. OBJECTS

The objects for which ITSA is established are:

- (a) to promote the use of technologies, systems and strategies offering authentication and supply chain security which are designed to enable governments to collect revenues from products through excise and other forms of tax; and
- (b) to protect and promote the interests of suppliers of such technologies and systems.

3. POWERS

In pursuance of the object set out in Article 2, ITSA has the power to:

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of ITSA;
- (b) borrow and raise money in such manner as the Directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on ITSA's property and assets;
- (c) invest and deal with the funds of ITSA not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- (d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- (e) lend and advance money or give credit on such terms as may seem

expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as ITSA may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;

- (f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the Directors, affect or advance the principal object in any way;
- (g) pay all or any expenses incurred in connection with the promotion, formation and incorporation of ITSA and to contract with any person, firm or company to pay the same;
- (h) enter into contracts to provide services to or on behalf of other bodies;
- (i) provide and assist in the provision of money, materials or other help;
- (j) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (k) incorporate subsidiary companies to carry on any trade; and
- (l) 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 2.

4. INCOME

4.1 The income and property of ITSA shall be applied solely in promoting the objects of ITSA as set out in Article 2.

4.2 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 ITSA of:

- (a) reasonable and proper remuneration to any Member, officer or servant of ITSA for any services rendered to ITSA;
- (b) any interest on money lent by any Member or any Director at a reasonable and proper rate;
- (c) reasonable and proper rent for premises demised or let by any Member or Director; or
- (d) reasonable out-of-pocket expenses properly incurred by any Director.

5. WINDING UP

On the winding-up or dissolution of ITSA, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members but shall be transferred to another body (charitable or otherwise) with objects similar to those of ITSA. Such body to be determined by the Members at the time of winding up or dissolution.

6. GUARANTEE

The liability of each Member is limited to 5 Pounds Sterling, being the amount that each Member undertakes to contribute to the assets of ITSA in the event of its being wound up while it is a Member or within one year after it ceases to be a Member, for

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

DIRECTORS

7. BOARD DECISIONS

- 7.1 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.
- 7.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 7.3 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.
- 7.4 Nothing in this Article 7 prevents the Board from taking decisions by a majority at a properly convened and quorate Board meeting.

8. CALLING A BOARD MEETING

- 8.1 Any Director may call a Board meeting by giving 20 business days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the ITSA Secretary (if any) to give such notice.
- 8.2 Notice of a Board meeting shall be given to each Director in writing.

9. BOARD MEETINGS AND QUORUM

- 9.1 The directors shall meet at least once each quarter.
- 9.2 Subject to Article 9.3, the quorum for the transaction of business at a meeting of Directors is any three Eligible Directors (when there is a total of five Eligible Directors), and any four Eligible Directors (when there are a total of seven Eligible Directors).
- 9.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 11 to authorise a conflict, if there is only one Eligible Director in office other than the interested Director(s) (defined in Article 11.1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 9.4 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- (a) to appoint further Directors; or
 - (b) to call a general meeting so as to enable the Members to appoint further Directors.

10. CHAIRMAN AND CASTING VOTE

- 10.1 The Chairman shall be elected by the Members from the Directors from time to time at an annual general meeting and his or her term as Chairman shall terminate, unless terminated before, with his or her directorship.
- 10.2 The Chairman shall be appointed for one Term only but may be re-elected for any subsequent Term.
- 10.3 If the numbers of votes for and against a proposal at a Board meeting are equal, the Chairman or other Director chairing the meeting has a casting vote.
- 10.4 Article 10.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chairman or other Director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

11. DIRECTORS' CONFLICTS OF INTEREST

11.1 The Directors may, in accordance with the requirements set out in this Article, authorise any conflict proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching his or her duty under Section 175 of the Act to avoid conflicts of interest.

11.2 Any authorisation under this Article 11 shall be effective only if:

- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

11.3 Any authorisation of a conflict under this Article 11 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the conflict;
- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the conflict as the Directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his or her involvement in the conflict and otherwise than through his or her position as a Director of ITSA) information that is confidential to a third party, he or she shall not be obliged to disclose that information to ITSA, or to use it in relation to ITSA's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent himself/herself from the discussion of matters relating to the conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for,

the Directors to the extent they relate to such matters.

- 11.4 Where the Directors authorise a conflict, the Interested Director shall be obliged to conduct himself/herself in accordance with any terms and conditions imposed by the Directors in relation to the conflict.
- 11.5 The Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 11.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to ITSA for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a conflict which has been authorised by the Directors in accordance with these Articles or by ITSA in a general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 11.7 Subject to Sections 177(5) and 177(6) and Sections 182(5) and 182(6) of the Act, and provided he or she has declared the nature and extent of his or her interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with ITSA:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with ITSA or in which ITSA is otherwise (directly or indirectly) interested;
 - (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he or she is interested;
 - (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he or she is interested;
 - (d) may act by himself/herself or his or her firm in a professional capacity for ITSA (otherwise than as auditor) and he or she or his or her firm shall be entitled to remuneration for professional services as if he or she were not a Director;
 - (e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which ITSA is otherwise (directly or indirectly) interested; and

- (f) shall not, save as he or she may otherwise agree, be accountable to ITSA for any benefit which he or she (or a person connected with him or her (as defined in Section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his or her duty under Section 176 of the Act.

12. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye.

13. NUMBER, APPOINTMENT AND TERM OF OFFICE OF DIRECTORS

- 13.1 Unless otherwise determined by ordinary resolution, the number of Directors (other than Alternate Directors) shall not be more than seven.
- 13.2 Each Member may nominate one Director only for election to the board whenever there is a vacancy (but may not do so if one of its nominees is already on the Board, unless such nominee will not be up for re-election). Without prejudice to Article 14.2, the Directors will be elected from those nominees and appointed by the Members at each annual general meeting on the basis that each Director:
 - (a) shall be appointed for one Term only from the end of the relevant annual general meeting at which he or she is appointed;
 - (b) may serve up to three consecutive Terms (if he or she is re-elected); and
 - (c) must be nominated by a relevant Member for re-election at the end of each Term (except during any Term which is the third consecutive Term in which he or she has been a Director, at the end of which Term he or she must resign and may not be nominated for re-election).
- 13.3 In addition to any event which, as a matter of English law or of any other law, prevents a Director from continuing in office, the following events shall terminate a Director's office as a Director:
 - (a) the cessation of employment or engagement of a Director by any Member (irrespective of whether the Member has nominated him or her or not), save that the appointment of a Director shall not terminate when his or her employment or engagement by one Member ceases if he or

she is employed or engaged by another Member within 30 days; and/or

- (b) the cessation of membership of the Member by whom the Director is employed or with whom he is engaged; and/or
- (c) a resolution of the Directors to remove the Director following his/her absence from Board meetings on three separate occasions in any 12-month period; and
- (d) for the avoidance of doubt, each Member may only employ or engage one Director of ITSA at any one time hence if, for any reason, a Member employs more than one person who is a Director of ITSA:
 - (i) the relevant Member shall procure that such person or persons resign from the Board of ITSA so that the relevant Member only employs one Director of ITSA;
 - (ii) the choice as to which person or persons shall resign shall be in the absolute discretion of ITSA; and
 - (iii) if the relevant Member has not procured sufficient resignation(s), ITSA may deem in its absolute discretion any such person or persons to have ceased to be Director(s) so that the relevant Member only employs one Director of ITSA (the exercise of which discretion ITSA shall confirm by notice in writing to the relevant Member and person(s)).

13.4 The Directors may terminate, without following any procedure set out in the Act and without consent from any Member of ITSA, the appointment of any Director by giving him or her written notice if, in the reasonable opinion of the Directors, he or she or the Member which employs him or her:

- (a) is guilty of conduct which has or is likely to have a serious adverse effect on ITSA or bring ITSA or any or all of the Members and Directors into disrepute; or
- (b) has acted or has threatened to act in a manner which is contrary to the interests of ITSA as a whole;
- (c) has failed to pay any monies due to ITSA within 60 days of the relevant due date; or
- (d) has failed to observe the terms of these Articles and/or the Rules (as defined in Article 23) or is in breach of the Code of Conduct.

The notice to the relevant Director must give him or her the opportunity to be heard in writing or in person as to why his or her directorship should not be terminated. The Directors must consider any representations made by him or her and inform him or her and the relevant Member of their decision following such consideration. There shall be no right to appeal from such a decision of the Directors.

14. ALTERNATE DIRECTORS

14.1 Any Director may, on one occasion only during his or her Term, appoint an Alternate Director for the duration of one Board meeting.

14.2 Notwithstanding any other term of these Articles, the Board may appoint any person to fill any vacancy on the board, provided always that such appointee's appointment shall only last until the end of the next annual general meeting.

15. SECRETARY

The Directors may appoint any person who is willing to act as the Secretary for such terms, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

16. CHANGE OF ASSOCIATION NAME

The name of the Association may be changed by a special resolution of the Members, or otherwise in accordance with the Act.

17. APPLICATION FOR MEMBERSHIP

17.1 The Directors shall, through a committee or otherwise, determine and amend from time to time criteria for membership of ITSA and any related policies, including, without limitation, guidelines and requirements for membership and a membership code of practice, which criteria, policies and code shall remain subject to this Article 17.

17.2 All new Members must have a legitimate and established interest and business in tax stamps which interest satisfies the minimum requirements established by the Directors and which has been, in the opinion of the Directors evidenced satisfactorily (for example, by the submission of the applicant's corporate documents, verification of organisation size, proof of at least one customer and any other relevant resources).

17.3 All Members must be suppliers of components and features, finished tax stamps, equipment for the design, manufacture, application and authentication of tax stamps or systems for coding and marking tax stamps.

- 17.4 Membership is open to legally incorporated companies and businesses, but not to individuals, government authorities, or trade or industry associations. However, government authorities, trade associations and other institutions do have the possibility of becoming Associate Members (as defined in Article 17.12).
- 17.5 Membership is open to subsidiaries and divisions of any group of companies or businesses, but the Board may in its absolute discretion restrict all or any voting rights so that such group has only one vote.
- 17.6 Membership is not open to businesses who are engaged primarily and/or significantly, in the opinion of the Board, in the manufacture and distribution of products which are subject to excise tax (nor to the subsidiaries and associates of such businesses).
- 17.7 No company shall become a Member unless it has completed an application for membership in a form approved by the Directors from time to time and has agreed to abide by the Code of Conduct. New Members shall be approved by a majority of Directors, who may give or refuse such approval either verbally or in writing. A written confirmation shall be sent to each successful applicant confirming their membership of ITSA and the details of each successful applicant shall be entered into the Register of Members by the ITSA Secretary.
- 17.8 The Directors may decline to accept any application for membership, need not give reasons for doing so and shall not be obliged to accept companies which fulfil all criteria as Members.
- 17.9 All Members must pay to ITSA an annual fee, payable in the month of January each year at the rates decided by the Directors from time to time and each Member agrees, by applying for membership to comply with any Code of Conduct determined for Members by the Directors from time to time.
- 17.10 The Directors may establish different classes of Members and set out their respective rights and obligations. For example, the intention is that there should be Associate Members who have no voting rights, but who may attend meetings of the Members and receive all information sent to Members by ITSA.
- 17.11 All monies from Members due to ITSA are subject to interest on late payment (ie after 30 days of the due date) at the rate of 4 per cent. above the rate set from time to time by the Monetary Policy Committee of the Bank of England (or its successor).
- 17.12 Government agencies (for example, customs and revenue authorities), as well

as organisations such as universities, foundations, NGOs and trade associations, with a legitimate and established interest in tax stamps, may become Associate Members of ITSA (but the granting of that status does not make the relevant body a Member of ITSA). Associate membership is not open to individuals, nor to organisations that, in the opinion of the Board, collaborate significantly with manufacturers, distributors or sellers of excisable products (nor with their subsidiaries and associates).

- 17.13 Associate Members must pay an annual fee, which will be set from time to time by the Board, and are subject to obligations, duties etc as defined by the Board (including, for example, the risk of expulsion pursuant to Article 19), but Associate Members are not entitled to any vote in any circumstances nor to nominate any person for election as a Director (and they do not give the guarantee set out in Article 6). Associate Members must abide by the same Code of Conduct as ordinary Members, and all applications for Associate Member status must be approved by a majority decision of the Board.

18. TRANSFER OF MEMBERSHIP

- 18.1 No Member may transfer its membership to any other person or body in any circumstances.
- 18.2 When a Member becomes bankrupt or goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a corporate body (or suffers any analogous event in its jurisdiction), the membership shall automatically pass to the personal representatives, trustee in bankruptcy, supervisor, receiver, administrator or administrative receiver (as appropriate or such other person or office-holder as is appropriate in the relevant jurisdiction) who may not transfer such membership rights.

19. EXPULSION OF MEMBER

- 19.1 The Directors may terminate the membership of any Member without their consent by giving them written notice if, in the reasonable opinion of the Directors:
- (a) they are guilty of conduct which has or is likely to have a serious adverse effect on ITSA or bring the Association or any or all of the Members and Directors into disrepute; or
 - (b) they have acted or have threatened to act in a manner which is contrary to the interests of ITSA as a whole;
 - (c) they have failed to pay any monies due to ITSA within 60 days of the relevant due date; or
 - (d) they have failed to observe the terms of these Articles and/or the Rules (as defined in Article 23) or are in breach of the Code of Conduct.

Following such termination, the Member shall be removed from the Register of Members by the ITSA Secretary.

- 19.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why its membership should not be terminated. The Directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the Directors to terminate the membership of a Member.
- 19.3 A Member whose membership is terminated under this Article shall not be entitled to a refund of any subscription or membership fee and shall remain liable to pay to ITSA any subscription or other sum owed by them.

DECISION MAKING BY MEMBERS

20. MEMBERS' MEETINGS AND VOTES OF MEMBERS

- 20.1 The Members shall hold general meetings from time to time. References within these Articles to annual general meetings shall mean such meetings as the Directors designate as annual general meetings. The intention is that annual general meetings shall be held no more frequently than every 12 months with no more than 18 months lapsing between each annual general meeting.
- 20.2 Each Member is entitled to one vote in all circumstances. In particular, at any general meeting every Member who is present (or by proxy) shall on a show of hands have one vote and every Member present in person (or by proxy) shall on a poll have one vote. In the case of voting for the appointment of new Directors to the Board during annual general meetings, every Member present (or by proxy) shall have one vote per vacant position on the Board.

21. PROXIES

- 21.1 Article 31(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to ITSA in accordance with the Articles not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 21.2 Article 31(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Article.

ADMINISTRATIVE ARRANGEMENTS

22. MEANS OF COMMUNICATION TO BE USED

- 22.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom);
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article, no account shall be taken of any part of a day that is not a business day.

- 22.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

23. RULES

The Directors may establish rules (“**Rules**”) governing matters relating to ITSA administration that are required from time to time for the effective operation of ITSA (for example, provisions relating to classes of Members, membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

24. INDEMNITY AND INSURANCE

- 24.1 Subject to Article 24.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- (a) each relevant officer shall be indemnified out of ITSA’s assets against all costs, charges, losses, expenses and liabilities incurred by him or her as a relevant officer:
 - (i) in the actual or purported execution and/or discharge of his

or her duties, or in relation to them; and

- (ii) in relation to ITSA's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in Section 235(6) of the Act),

including (in each case) any liability incurred by him/her in defending any civil or criminal proceedings, in which judgment is given in his or her favour or in which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in connection with any application in which the court grants him or her, in his or her capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to ITSA's (or any associated company's) affairs; and

- (b) ITSA may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him or her in connection with any proceedings or application referred to in Article 24(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

24.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.

24.3 The Directors may decide to purchase and maintain insurance, at the expense of ITSA, for the benefit of any relevant officer in respect of any relevant loss.

24.4 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to ITSA, any associated company or any pension fund or employees' share scheme of ITSA or associated company; and
- (c) a "relevant officer" means any Director or other officer or former Director or other officer of ITSA or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by Section 235(6) of the Act), but excluding in each case any person engaged by ITSA (or associated company) as auditor (whether or not he or she is also a Director or other officer), to the extent he or she acts in his or her capacity as auditor).