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WORLD ORGANISATION OF
NOTARIES

**MEMORANDUM
AND NEW ARTICLES
OF ASSOCIATION**

Adopted by Written Resolution passed on 9th March 2012

The Companies Act 2006

Incorporated on 25 March 2010

Company Number 07202606

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF WORLD ORGANISATION OF NOTARIES

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company

Name of each Member

Authentication by each member

The Notaries Society

Dated 23 March 2010

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The Companies Act 2006
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TUESDAY



A12 *A170MLCB* #234
17/04/2012
COMPANIES HOUSE

ARTICLES OF ASSOCIATION

of

WORLD ORGANISATION OF NOTARIES

(As adopted by Written Resolution passed on 9th March 2012)

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 Defined terms

1.1 In these Articles, unless the context requires otherwise

appointor has the meaning given to that term in Article 25 1,

Articles means the Company's articles of association for the time being in force,

Associate means any individual Notary who has been accepted by the Board as an Associate (non-voting) member of the Company and who shall have such rights and privileges as are accorded to Associate members by the Board from time to time,

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 duly elected board of directors of the Company for the time being,

CA 2006 means the Companies Act 2006,

chairman has the meaning given to that term in Article 14 2,

chairman of the meeting has the meaning given to that term in Article 36,

Clear Days means (in relation to the period of a notice) that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,

Companies Acts means the Companies Acts (as defined in section 2 of CA 2006), in so far as they apply to the Company,

Conflict has the meaning given to that term in Article 17 2,

conflicted director means a director who has, or could have, a Conflict in a situation involving the Company and consequently whose vote is not to be counted in respect of any resolution to authorise such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such resolution is to be voted upon,

corporate representative has the meaning given to that term in Article 44,

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

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

electronic form has the meaning given to that term in section 1168 of CA 2006,

Founding Members means The Society of Notaries Public of British Columbia, the Faculty of Notaries Public in Ireland and The Notaries Society,

hard copy form has the meaning given to that term in section 1168 of CA 2006,

instrument means a document in hard copy form,

member has the meaning given to that term in section 112 of CA 2006 and is either a Founding Member or has been accepted into membership of the Company by the Board as a Notary Organisation,

Model Articles means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles,

non-conflicted director means any director who is not a conflicted director,

Notary Organisation means an organisation established to represent Notaries and which has been accepted into membership of the Company by the Board,

ordinary resolution has the meaning given to that term in section 282 of CA 2006,

participate, in relation to a directors' meeting, has the meaning given to that term in Article 13,

proxy notice has the meaning given to that term in Article 42 2,

proxy notification address has the meaning given to that term in Article 43 1,

relevant officer has the meaning given to that term in Articles 51 3 2 or 52 2 1, as the case may be

relevant loss has the meaning given to that term in Article 52 2 2,

special resolution has the meaning given to that term in section 283 of CA 2006,

Subscription means the annual subscription payable to the Company by each member of Associate as shall be determined by the Board from time to time,

subsidiary has the meaning given to that term in section 1159 of CA 2006,

United Kingdom means Great Britain and Northern Ireland, and

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

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 CA 2006 as in force on the date when these Articles become binding on the Company 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
- 1 4 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 and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force
- 1 5 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 6 No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies, including but not limited to the Model Articles, shall apply to the Company, but the following shall be the articles of association of the Company

2 Liability of members

- 2 1 The liability of each member is limited to £1 00, being the amount that each member undertakes to contribute to the assets of the Company in the event of it 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

PART 2

STATEMENT OF OBJECTS

3 Objects

- 3 1 The objects for which the Company is established are
- 3 1 1 a) To promote and advance a global federation of international Notaries and the provision of the highest standard of Notary Services throughout the world
- b) To raise the general profile of Notaries within Common Law Countries and Civil Law Countries
- c) To promote and encourage mutual reciprocation of business between and among Notaries throughout the world
- d) To provide continuing education programs to WON Members in order to increase their knowledge, skill and proficiency of Notarial services they offer throughout the world
- e) To set, provide, regulate and maintain professional and ethical standards for WON Members, and

- f) To undertake other activities and services that may be necessary to achieve the purposes set out above
- 3 1 2 to carry on any other activity whatsoever which can, in the opinion of the Company, be advantageously carried on by the Company in connection with or ancillary to any of the general business of the Company or is calculated directly to benefit the Company or enhance the value of or render profitable any of the Company's property or rights or is required by any customers of or persons dealing with the Company,
- 3 1 3 to purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property,
- 3 1 4 to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company,
- 3 1 5 to invest and deal with the monies of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made,
- 3 1 6 to 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 the Company 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 included any holding company, subsidiary or fellow subsidiary company in any manner,
- 3 1 7 to borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it,
- 3 1 8 to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments,
- 3 1 9 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions,
- 3 1 10 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same,
- 3 1 11 to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are to have been employed by, or who are serving or have served the Company, and to the wives, widows, children and other relatives and dependents of such persons, to make payments towards insurance, and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-

contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependents, and

- 3 1 12 to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, subcontractors or otherwise and either alone or in conjunction with others
- 3 2 The objects set forth in each sub-Article of this Article 3 shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in each sub-Article or from the name of the Company None of each sub-Articles or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-Article, but the Company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-Articles as if each sub-Article contained the objects of a separate company The word company in this Article, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere
- 3 3 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Article 3 and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company, provided that nothing herein shall prevent any payment in good faith by the Company
- 3 3 1 of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company,
- 3 3 2 of any interest on money lent by any member of the Company or any director at a reasonable and proper rate,
- 3 3 3 of reasonable and proper rent for premises demised or let by any member of the Company or any director, and
- 3 3 4 to any director of out-of-pocket expenses
- 3 4 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the Company, but shall be given or transferred to some other institution (charitable or otherwise) having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income to its or their members, such institutions to be determined by the members of the Company at or before the time of dissolution

PART 3

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 Directors' general authority

Subject to the Articles and to the applicable provisions for the time being of the Companies Acts, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

5 **Change of Company name**

Without prejudice to the generality of Article 4, the directors may resolve in accordance with Article 9 to change the Company's name

6 **Members' reserve power**

6 1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action

6 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

7 **Directors may delegate**

7 1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles

7 1 1 to such person or committee,

7 1 2 by such means (including by a power of attorney),

7 1 3 to such an extent,

7 1 4 in relation to such matters or territories, and

7 1 5 on such terms and conditions,

as they think fit

7 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

7 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

8 **Committees**

8 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors

8 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

8 3 Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee

DECISION-MAKING BY DIRECTORS

9 **Directors to take decisions collectively**

9 1 The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with Article 10 (Directors' written resolutions) or otherwise as a unanimous decision taken in accordance with Article 11 (Unanimous decisions)

9 2 If

9 2 1 the Company only has one director for the time being, and

9 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 (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making

9 3 Subject to the Articles, each director participating in a directors' meeting has one vote

10 **Directors' written resolutions**

10 1 Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors)

10 2 If the company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors)

10 3 Notice of a proposed directors' written resolution must indicate

10 3 1 the proposed resolution, and

10 3 2 the time by which it is proposed that the directors should adopt it

10 4 A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting

10 5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles

11 **Unanimous decisions**

11 1 A decision of the directors is taken in accordance with this Article 11 when all non-conflicted directors indicate to each other by any means that they share a common view on a matter

11 2 A decision may not be taken in accordance with this Article 11 if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting

11 3 Once a directors' unanimous decision is taken in accordance with this Article 11 it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles

12 **Calling a directors' meeting**

12 1 Any director may call a directors' meeting by giving notice of the meeting to each of the directors (including alternate directors), whether or not he is absent from the UK, or by authorising the company secretary (if any) to give such notice

12 2 Notice of any directors' meeting must indicate

12 2 1 its proposed date and time,

12 2 2 where it is to take place, and

12 2 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

12 3 Subject to Article 12 4, notice of a directors' meeting must be given to each director but need not be in writing

12 4 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 prior to or up to and including not more than seven 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

13 Participation in directors' meetings

13 1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when

13 1 1 the meeting has been called and takes place in accordance with the Articles, and

13 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

13 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

13 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

14 Chairing of directors' meetings

14 1 The directors may appoint a director to chair their meetings

14 2 The person so appointed for the time being is known as the chairman

14 3 The directors may terminate the chairman's appointment at any time

14 4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

15 Chairman's casting vote at directors' meetings

15 1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote

15 2 Article 15 1 does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director chairing the meeting is a conflicted director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon)

16 Quorum for directors' meetings

16 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

16 2 Subject to Article 16 3, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two directors, and unless otherwise fixed it is two A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these Articles and accordingly the quorum for the transaction of business in these circumstances shall be one

16 3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 17 (Directors' conflicts of interests) to authorise a director's Conflict, if there is only one non-conflicted

director in office in addition to the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one non-conflicted director

17 Directors' conflicts of interests

17 1 For the purposes of this Article 17, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests

17 2 The directors may, in accordance with the requirements set out in this Article 17, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of CA 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a Conflict)

17 3 A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors

17 4 Any authorisation under this Article 17 will be effective only if

17 4 1 the matter in question shall have been proposed by any director for consideration at a meeting of directors 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,

17 4 2 any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s), and

17 4 3 the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted

17 5 Any authorisation of a Conflict under this Article 17 may (whether at the time of giving the authorisation or subsequently)

17 5 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised,

17 5 2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine, or

17 5 3 be terminated or varied by the directors at any time

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation

17 6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to

17 6 1 disclose such information to the directors or to any director or other officer or employee of the Company, or

17 6 2 use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence

- 17 7 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director
- 17 7 1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict,
 - 17 7 2 is not given any documents or other information relating to the Conflict,
 - 17 7 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict
- 17 8 Where the directors authorise a Conflict
- 17 8 1 the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict,
 - 17 8 2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of CA 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation
- 17 9 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 the Company for any remuneration, profit or other benefit which he receives as director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the Company is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in 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 nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of CA 2006
- 17 10 Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with Article 17 5 2, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office
- 17 10 1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested,
 - 17 10 2 shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the Company, in which he is in any way directly or indirectly interested,
 - 17 10 3 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
 - 17 10 4 may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and
 - 17 10 5 shall not, by reason of his office, be accountable to the Company for any benefit which he (or anyone connected with him (as defined in section 252 of CA 2006) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of CA 2006
- 17 11 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting

17 12 Subject to Article 17 13, 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

17 13 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

18 Records of decisions to be kept

The directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the directors

19 Directors' discretion to make further rules

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

APPOINTMENT AND TERMINATION OF APPOINTMENT OF DIRECTORS

20 Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not exceed six shall not be less than two

21 Methods of appointing directors, term and right of Founding Members to nominate a Director

21 1 Subject to Article 21 2, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director

21.1 1 by ordinary resolution, or

21 1 2 by a decision of the directors

21 2 No person who is not a member and in good standing with his respective Notary Organisation shall in any circumstances be eligible to hold office as a director

21 3 In order to be considered for election as a director the nominee must be proposed by the Notarial Organisation of which he is a member in good standing and a legible copy of the nomination form forwarded to the Board no later than 30 days before an election Each Notarial Organisation shall be permitted to submit no more than 2 nominees for election to the Board

21 4 Each director shall be appointed for a term of three years

21 5 Notwithstanding anything else contained in these Articles (but subject to Article 21 6) each Founding Member shall be entitled by notice in writing to the Board to appoint one person from time to time to be a director of the Company and by like notice to remove any person so appointed,

21 6 The right of appointment in Article 21 5 shall commence on the date of adoption of these Articles and continue for a period of 5 years whereupon it shall cease All of the provisions of Articles 21 2 and 22 1 1 – 22 1 7 (inc) shall apply to any such appointment

22 **Termination of director's appointment**

- 22 1 A person ceases to be a director as soon as
- 22 1 1 that person ceases to be a director by virtue of any provision of CA 2006 or is prohibited from being a director by law,
 - 22 1 2 that person ceases to be a member of his respective Notary Organisation or ceases for any reason to be a Notary entitled to carry on practice as such,
 - 22 1 3 a bankruptcy order is made against that person,
 - 22 1 4 a composition is made with that person's creditors generally in satisfaction of that person's debt and the Company resolves that his office be vacated,
 - 22 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,
 - 22 1 6 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
 - 22 1 7 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
 - 22 1 8 his term of office as director of the Company has expired, or
 - 22 1 9 the Board by simple majority votes to remove that person from the Board because he has failed to attend 3 consecutive Board meetings and/or who has in the sole and absolute determination of the Board failed to comply with any Code of Conduct published by the Board relating to the conduct of directors of the Company

23 **Directors' remuneration**

- 23 1 Directors may undertake any services for the Company that the directors decide
- 23 2 Directors are entitled to such remuneration as the directors determine
- 23 2 1 for their services to the Company as directors, and
 - 23 2 2 for any other service which they undertake for the Company
- 23 3 Subject to the Articles, a director's remuneration may
- 23 3 1 take any form, and
 - 23 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
- 23 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

24 **Directors' expenses**

- 24 1 The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary (if any) properly incur in connection with their attendance at

- 24 1 1 meetings of directors or committees of directors,
- 24 1 2 general meetings, or
- 24 1 3 separate meetings of the holders of any 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

ALTERNATE DIRECTORS

25 Appointment and removal of alternate directors

- 25 1 Any director (appointor) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to
 - 25 1 1 exercise that director's powers, and
 - 25 1 2 carry out that director's responsibilities,
 - 25 1 3 in relation to the taking of decisions by the directors in the absence of the alternate's appointor
- 25 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors
- 25 3 The notice must
 - 25 3 1 identify the proposed alternate, and
 - 25 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

26 Rights and responsibilities of alternate directors

- 26 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor
- 26 2 Except as the Articles specify otherwise, alternate directors
 - 26 2 1 are deemed for all purposes to be directors,
 - 26 2 2 are liable for their own acts and omissions,
 - 26 2 3 are subject to the same restrictions as their appointors (including those set out in sections 172 to 177 CA 2006 inclusive and Article 17), and
 - 26 2 4 are not deemed to be agents of or for their appointors,and, in particular (without limitation), each 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
- 26 3 A person who is an alternate director but not a director
 - 26 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating and provided that no alternate may be counted as more than one director for these purposes),

26 3 2 may participate in a unanimous decision of the directors (but only if his appointor does not participate), and

26 3 3 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor)

26 4 A director who is also an alternate director is entitled, in the absence of any of his appointors, to a separate vote on behalf of that appointor, in addition to his own vote on any decision of the directors but he shall count as only one for the purpose of determining whether a quorum is present

26 5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

27 Termination of alternate directorship

An alternate director's appointment as an alternate for any appointor terminates

27 1 when that appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

27 2 when notification is received by the Company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms,

27 3 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director,

27 4 on the death of that appointor, or

27 5 when the alternate's appointor's appointment as a director terminates

SECRETARY

27A Appointment and removal of secretary

The directors may appoint any person who is willing to act as the secretary for such term, 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

PART 4

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

28 Applications for membership

No person shall become a member of the Company or an Associate unless

28 1 that person has completed an application for membership in a form approved by the directors, and

28 2 the directors have approved the application and the directors may decline to admit any person or Notary Organisation into membership without assigning any reason for such refusal

28A Subscriptions & Conduct of members & Associates

- 28A 1 Each member or Associate shall pay the Subscription in such amount and on such date as shall be determined by the directors from time to time
- 28A 2 Each member and each Associate shall comply with the Company's Principles for Ethical and Professional Conduct as determined by the Board

29 Termination of membership

- 29 1 A member or an Associate may withdraw from membership of the Company by giving seven days' notice to the Company in writing
- 29 2 The directors may terminate the membership of any member or Associate provided that (subject to Article 29 5) the member or Associate concerned shall have a right to be heard before any final decision is made
- 29 3 Membership is not transferable
- 29 4 Subject to Articles 29 1 and 29 2, a person's membership terminates when that person dies or ceases to exist
- 29 5 A member or Associate shall have four months in which to pay the Subscription. Failure to pay any Subscription shall render the member or Associate not in good standing and failure to pay within six months shall result in automatic expulsion from membership of the Company

ORGANISATION OF GENERAL MEETINGS

30 Convening general meetings

30 1 The Company shall hold an Annual General Meeting at least once in every calendar year not more than 14 months following the previous Annual General Meeting such meetings to be held at a time and place specified by the Board

30 2 The directors may call general meetings and, on the requisition of members in good standing pursuant to the provisions of CA 2006, shall forthwith proceed to convene a general meeting in accordance with CA 2006. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the members requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the Company has only a single member, such member shall be entitled at any time to call a general meeting

31 Notice of general meetings

- 31 1 General meetings (other than an adjourned meeting) shall be called by at least thirty Clear Days' notice (sixty Clear Days' notice if the notice of meeting includes a resolution to change these Articles) but a general meeting may be called by shorter notice (but not less than 14 Clear Day's notice) if it is so agreed by a majority in number of the members in good standing having a right to attend and vote, being a majority who together represent not less than ninety per cent (90%) of the total voting rights at that meeting of all the members in good standing
- 31 2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it
- 31 3 Subject to the provisions of these Articles and to any restrictions imposed on members, the notice shall be given to all members and to the directors, alternate directors and the auditors for the time being of the Company
- 31 4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting
- 31 5 Only the business specified in the notice of meeting shall be considered at the general meeting

32 Resolutions requiring special notice

- 32 1 If CA 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the Company at least twenty-eight Clear Days before the general meeting at which it is to be proposed
- 32 2 Where practicable, the Company must give the members notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the Company must give the members at least fourteen Clear Days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation
- 32 3 If, after notice to propose such a resolution has been given to the Company, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by Article 32 1

33 Attendance and speaking at general meetings

- 33 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
- 33 2 A person is able to exercise the right to vote at a general meeting when
 - 33 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - 33 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
- 33 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
- 33 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
- 33 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
- 33 6 An Associate shall have no right to attend, vote or speak at any general meeting of the Company

34 Quorum for general meetings

- 34 1 No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of CA 2006, three members in good standing entitled to vote upon the business to be transacted shall be a quorum, provided that if the Company has only a single member, the quorum shall be one such qualifying person
- 34 2 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

35 Chairing general meetings

- 35 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so
- 35 2 If the directors have not appointed a chairman, or 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
- 35 2 1 the directors present, or
- 35 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
- 35 3 The person chairing a meeting in accordance with this Article is referred to as the chairman of the meeting

36 Attendance and speaking by directors and non-members

- 36 1 Directors may attend and speak at general meetings, whether or not they are members
- 36 2 The chairman of the meeting may permit other persons who are not
- 36 2 1 members of the Company, or
- 36 2 2 otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at a general meeting

37 Adjournment

- 37 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. If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved
- 37 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if
- 37 2 1 the meeting consents to an adjournment, or
- 37 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
- 37 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 37 4 When adjourning a general meeting, the chairman of the meeting must
- 37 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
- 37 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 37 5 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least eight Clear Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)

- 37 5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and
- 37 5 2 containing the same information which such notice is required to contain
- 37 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

38 Voting: general

- 38 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. Subject to any rights or restrictions to which members are subject, on a show of hands, every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a member, in which case he shall have more than one vote) shall have one vote. A proxy shall not be entitled to vote on a show of hands.
- 38 2 No member shall vote at any general meeting, either in person or by proxy, unless all monies presently payable by him to the Company have been paid.
- 38 3 In the case of joint members the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint members, and seniority shall be determined by the order in which the names of the members stand in the register of members.
- 38 4 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 38 5 Notwithstanding any other provision of these Articles, for a period of five years commencing with the date of their adoption, no resolution put to the vote of a general meeting may be carried if two or more Founding Members shall vote against such resolution.

39 Errors and disputes

- 39 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.
- 39 2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

40 Poll votes

- 40 1 On a poll every member who (being an individual is present in person) or (being a corporation) is present by a duly authorised representative shall have one vote. On a poll, a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
- 40 2 A poll on a resolution may be demanded
- 40 2 1 in advance of the general meeting where it is to be put to the vote, or
- 40 2 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.

- 40 3 A poll may be demanded by
- 40 3 1 the chairman of the meeting,
 - 40 3 2 the directors,
 - 40 3 3 two or more persons having the right to vote on the resolution, or
 - 40 3 4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution
- 40 4 A demand for a poll may be withdrawn if
- 40 4 1 the poll has not yet been taken, and
 - 40 4 2 the chairman of the meeting consents to the withdrawal
- A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made
- 40 5 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made
- 40 6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken
- 40 7 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded

41 **Proxies**

Subject to the provisions of Article 42, no member shall be entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting. Members must vote in person or by a secure method of electronic voting approved by the Board

42 **Representation of corporations at meetings**

Subject to CA 2006, a company which is a member may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the company (corporate representative). A director, secretary or other person authorised for the purpose by the directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers

43 **Amendments to resolutions**

- 43 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
- 43 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

- 43 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- 43 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
 - 43 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 43 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 43 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

WRITTEN RESOLUTIONS

- 44 A resolution of the members may be passed as a written resolution in accordance with chapter 2 of part 13 of CA 2006

PART 5

MISCELLANEOUS PROVISIONS

COMMUNICATIONS

45 Means of communication to be used

- 45 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 of CA 2006 provides for documents or information which are authorised or required by any provision of CA 2006 to be sent or supplied by or to the Company
- 45 2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
 - 45 2 1 If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted,
 - 45 2 2 If properly addressed and delivered by hand, when it was given or left at the appropriate address,
 - 45 2 3 If properly addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied, and
 - 45 2 4 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 45 2, no account shall be taken of any part of a day that is not a working day
- 45 3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by of CA 2006
- 45 4 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

45 5 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 forty-eight hours

45 6 In the case of joint members, all notices or documents shall be given to the joint member whose name stands first in the register in respect of the joint holding. Notice so given shall be sufficient notice to all of the joint members. Where there are joint members, anything which needs to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them can be agreed or specified by any one of the joint members. The agreement or specification of the joint member whose name stands first in the register will be accepted to the exclusion of the agreement or specification of any other joint member (s) whose name(s) stand later in the register

ADMINISTRATIVE ARRANGEMENTS

46 Company seals

46 1 Any common seal may only be used by the authority of the directors

46 2 The directors may decide by what means and in what form any common seal is to be used

46 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 either at least two authorised persons or at least one authorised person in the presence of a witness who attests the signature

46 4 For the purposes of this Article, an authorised person is

46 4 1 any director of the Company,

46 4 2 the Company secretary (if any), or

46 4 3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied

47 No right to inspect accounts and other records

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member

48 Provision for employees on cessation of business

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

DIRECTORS' INDEMNITY AND INSURANCE

49 Indemnity

49 1 Subject to Article 49 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

49 1 1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

49 1 1 1 in the actual or purported execution and/or discharge of his duties, or in relation to them, and

49 1 1 2 in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of CA 2006),

including (in each case) 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

49 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 49 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

49 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

49 3 In this Article 49

49 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

49 3 2 a **relevant officer** means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006) and may, if the members so decide, include any person engaged by the Company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

50 Insurance

50 1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

50 2 In this Article 51

50 2 1 a **relevant officer** means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006),

50 2 2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer'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

50 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate