

THE COMPANIES ACT 2006

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PRIVATE COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

---

**ARTICLES OF ASSOCIATION**

of

**VIRTUAL CENTRE OF EXCELLENCE IN MOBILE AND  
PERSONAL COMMUNICATIONS LIMITED**



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**VIRTUAL CENTRE OF EXCELLENCE IN MOBILE  
AND PERSONAL COMMUNICATIONS LIMITED**

(As amended by Special Resolution of the Members dated 24 November 1998  
AND as further amended by Special Resolution of the Members dated 16 November 1999  
AND as further amended by a written resolution of all the members dated 3 October 2000  
AND as further amended by a Special Resolution of the Members dated 9 October 2003  
AND as further amended by a Special Resolution of the members dated 8 October 2009)

PRELIMINARY

1 . (a) In these articles:

"**Academic Associate Member**" means an associate member which is a person whose objects are wholly or mainly educational or which is controlled by a person with such objects;

"**Academic Member**" means a member which is a person whose objects are wholly or mainly educational or which is controlled by a person with such objects;

"**Act**" means the Companies Act 2006 including any statutory modification or re-enactment of that Act for the time being in force and expressions defined in that Act bear the same meaning;

"**Articles**" means the articles of association of the Company;

"**clear days**" in relation to the period of notice means 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;

"**Control**" means the power to secure that the affairs of a person are conducted in a particular manner, through contract, the ownership of securities, a document governing the establishment of a body, or otherwise howsoever;

"**executed**" means any mode of execution;

"**Executive Committee**" means the executive committee of the Company constituted under Article 47 to 49;

"**Executive Committee member**" means a member of the Executive Committee. An Executive Committee member shall be director for the purposes of the Act;

"**Chief Executive Director**" means the chief executive director of the Company appointed under Article 52;

"**Electronic Form**" and "**Electronic Means**" have the same meaning as set out in section 1168 of the Act;

"**Foreground**" shall bear the same meaning as in the Model Contract;

"**Industrial Associate Member**" means an associate member which is an SME whose objects are wholly or mainly the pursuit of a commercial activity or which is controlled by a person with such objects;

"**Industrial Member**" means a member which is a person whose objects are wholly or mainly the pursuit of a commercial activity or which is controlled by a person with such objects;

"**Intellectual Property Policy and Licensing Scheme**" means the intellectual property policy and licensing scheme appropriate to either or both of;

- (a) research programmes involving all members of the Company ("Core Programmes")
- (b) research programmes involving only those members of the Company as shall in response to a prospectus from the Executive Committee have elected to participate therein ("Elective Programmes")

as set out in the Intellectual Property Agreement and Model Contract appended thereto ;

"**Intellectual Property**" shall include patents, copyrights, semi-conductor topography rights, design rights, trademarks, service marks, brevets d'inventions, rights in databases, and applications for any of the foregoing;

"**Intellectual Property Agreement**" means an agreement entered into between the Company and the members in respect of the licensing and protection of Intellectual Property, dated 19 December 1997 as varied (a) by Part A, and (b) as varied by Parts A and B of schedule 1 to a letter of variation dated 27 September 2000, and any further changes and any variations thereto as are subsequently approved in accordance with Article 37(b);

**"Model Contract"** means the model contract which shall form the basis of all projects in the Company's research and technological development programme, and any variations thereto;

**"Observer Member"** means a member which is a person which is not an Industrial Member, Industrial Associate Member, Academic Member or Academic Associate Member;

**"office"** means the registered office of the Company;

**"ordinary resolution"** has the meaning given in Section 282 of the Act;

**"seal"** means the common seal of the Company;

**"secretary"** means the secretary of the Company if appointed or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary; and

**"SME"** means an enterprise which has no more than 250 employees and either an annual turnover not exceeding ECU 40 million, or a balance sheet total not exceeding ECU 27 million, and is not more than 25% owned by one or more companies which do not fall within this definition, except public investment corporations, venture capital companies or, provided no control is exercised, institutional investors;

**"special resolution"** has the meaning given in Section 283 of the Act;

**"subsidiary"** has the meaning given in Section 1159 of the Act;

**"United Kingdom"** means Great Britain and Northern Ireland, the Isle of Man and the Channel Islands;

**"written resolution"** has the meaning given in Section 288 of the Act;

- (b) Unless the context otherwise requires, words or expressions contained in the articles bear the same meaning as in the Act, as in force on the date when these articles become binding on the Company.
- (c) Where an ordinary resolution of the Company is expressed to be required for any purpose, a special or extraordinary resolution is also effective for that purpose, and where an extraordinary resolution is expressed to be required for any purpose, a special resolution is also effective for that purpose.

- 2 Subject as provided in these Articles, no regulations contained in any statute or subordinate legislation, including but not limited to the regulations contained in Table C in the schedule to the Companies (Table A to F) Regulations 1985 (as amended), apply as the regulations or articles of association of the Company and the Model articles for a Company limited by Guarantee contained in The Companies (Model Articles)

Regulations 2008 shall apply save as amended or superseded by any of the provisions of these articles which shall prevail in the case of a conflict.

## MEMBERS

- 3 (a) There shall be two categories of full members:
- (i) Industrial Members;
  - (ii) Academic Members.
- (b) There shall be two categories of associate members:
- (i) Academic Associate Members;
  - (ii) Industrial Associate Members.

Associate members shall not be entitled to vote or speak at general meetings or nominate persons to become Executive Committee members but subject thereto shall be accorded such privileges (which may include access to research reports) and be subject to such obligations as the Executive Committee may in its absolute discretion determine.

- (c) There shall be one category of observer member. Observer Members shall be entitled to attend and speak at general meetings and have access to research reports. Observer Members shall not be entitled to vote at general meetings or to nominate persons to become Executive Committee members but subject thereto shall be accorded such privileges and be subject to such obligations as the Executive Committee may in its absolute discretion determine.

## SUBSCRIPTIONS

- 4 (a) Academic Members and Academic Associate Members shall not be required to pay any subscriptions to the Company. Industrial Members and Observer Members shall pay an annual subscription to the Company. There shall be four classes of subscription:
- (i) Class One;
  - (ii) Class Two;
  - (iii) Class Three; and
  - (iv) Class Four.
- (b) Amounts payable in respect of membership by Industrial Associate Members shall be determined by the Executive Committee from time to time and may be varied by the Executive Committee from time to time.

- 5 (a) The amounts payable by the Industrial Members and Observer Members in respect of each class of subscription specified in Article 4 and any amendment to such amounts shall be determined by the Executive Committee from time to time and may be varied by the Executive Committee from time to time.
- (b) Subscriptions shall be payable annually in advance at the start of the Company's financial year and shall not be refundable or waived in whole or part in any circumstance other than a winding up of the Company.
- 6 Each Industrial Member and Observer Member shall prior to becoming a member determine the class of its subscription and may amend its chosen class at any time by giving 4 months' prior written notice to the Company.
- 7 The class of subscription selected by each Industrial Member (but not Observer Member) shall determine the number of votes to which that Industrial Member is entitled at general meetings on a poll, in accordance with the following scale:
  - (a) Class One: One vote;
  - (b) Class Two: Two votes;
  - (c) Class Three: Three votes; and
  - (d) Class Four: Four votes.

#### ADMISSION OF MEMBERS

- 8 (a) The members of the Company shall be the subscribers to the memorandum of association and such other persons as shall apply for admission and be admitted as members by the Executive Committee.
- (b) Every subscriber to the memorandum of association shall return to the Company the following application, and every application for membership shall be in the following form or in such other form as the Executive Committee shall prescribe from time to time:

"To the Executive Committee of The Virtual Centre of Excellence in Mobile and Personal Communications Limited ("the Company").

I/We .....  
of .....

wish to become a member of the Company and now apply to be admitted as a [describe type and class of membership], subject to the provisions of the Memorandum and Articles of Association of the Company.

Date: .....

Signature: .....

For and on behalf of: ....."

(c) At the next meeting of the Executive Committee after the receipt of any application for membership, such application shall be considered by the Executive Committee. The Executive Committee shall:

(i) In the case of a new Industrial member, accept the application unless, acting by majority, it reasonably considers that the applicant (by reference to the applicant's existing business activities) has no legitimate interests in the research activities carried out by the Company or that the applicant can not pay the subscriptions or other fees expected to be paid by the Members.

(ii) In the case of a new Academic Member, accept the application if, acting by the majority, it reasonably considers that such applicant has provided evidence to show that it has (taking into account the potential role of the applicant and the effect of a new academic member joining VCE in relation to VCE's future direction, scope, size and funding of its research activities) the potential to successfully engage in research tasks forming part of the Company's overall core research program such evidence to include;

- Objective comparative indicators of relevant performance in research activities.
- Demonstrable academic excellence and international standing in the field of mobile and personal communication research.
- Relevant experience to the current and anticipated future research activities.
- A proven capability to bring specific and demonstrated technical expertise in areas of mobile and personal communication research not currently available from existing academic members.
- Established record of undertaking research for industry and a proven capability of successful collaboration on joint research activities involving other universities and industrial members.
- The applicant has relevant Background intellectual property or proprietary information which they are willing to contribute to the specific research task.

Following acceptance of its application for membership, the member shall execute as soon as reasonably practicable a deed of adherence confirming its acceptance of the terms of the Intellectual Property Agreement.

(d) The Executive Committee shall have discretion to determine whether an applicant for membership or a member qualifies as an Academic Member, an Industrial Member, an Observer Member, an Academic Associate Member or an

Industrial Associate Member. The Executive Committee shall not unreasonably refuse to admit to membership:

- (i) any parent undertaking, any of whose subsidiary undertakings is a member;
- (ii) any group undertaking who shares a common parent undertaking with a member;
- (iii) any subsidiary undertaking whose parent undertaking is a member; and
- (iv) any person, a subsidiary undertaking of whose parent undertaking is a member.

#### LIMITATIONS ON, TERMINATION AND RETIREMENT OF MEMBERS

9 Membership shall not be transferable, (except with the consent of the executive committee in the case of an amalgamation or reconstruction or a reorganisation where the proposed transferee is part of the same group as the transferring member (as referred to in article 8d) and in such manner that the company resulting there from or to which the membership is transferred effectively agrees to be bound by or assume the obligations imposed on that Member and agrees to sign a deed of adherence as referred to in article 8c) and shall cease if by notice in writing lodged with the secretary or any Executive Committee Member if no secretary is appointed a member resigns his membership. The said notice may not expire earlier than 4 months from the date it is deemed to have been given in accordance with Article 75;

a) The executive committee may terminate the membership upon one month's notice to the Member if

- (i) In the case of an Industrial Member it;
  - Has failed to pay its annual subscription
  - Is in material breach of the terms of these articles or the Intellectual Property Agreement and if capable of remedy has failed to remedy the same within 30 days
  - an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that Member, that Member makes any voluntary arrangement with its creditors or becomes subject to an administration order, that Member goes into liquidation, anything which, under the law of any jurisdiction, is analogous to any of the acts or events specified above
- (ii) In the case of an Academic Member ,it;
  - Is in material breach of the terms of these articles or the Intellectual Property Agreement or a Model Contract and if capable of remedy has failed to remedy the same within 30 days;
  - If at any time it no longer satisfies the criteria for Academic Members set out in article 8 c (ii).

## GENERAL MEETINGS

- 10 All general meetings other than annual general meetings shall be called general meetings. The Company shall hold an annual general meeting each year to deal with the business as specifically set out in these articles but need not a) appoint auditors, b) set the auditors remuneration or c) lay the annual accounts and reports at such a meeting.
- 11 The Executive Committee members may call general meetings and, on the requisition of the members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with provisions of the Act. If there are not within the United Kingdom sufficient Executive Committee members to call a general meeting, any Executive Committee member or any of the members may call a general meeting.

## NOTICE OF GENERAL MEETINGS

- 12 General meetings, including Annual general meetings, shall be called by at least 14 clear days' notice but a general meeting, may be called by shorter notice if it is so agreed by the members having a right to attend and vote who together hold not less than 90 per cent of the votes,:
- 13 The notice shall be given to all the members and to the Executive Committee members and auditors.
- 14 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.
- 15 Notices convening general meetings or any information relating to the Company may be given to the members in any of the following ways in accordance with the Act:
  - (a) hard copy;
  - (b) Electronic Form and by Electronic Means, subject to receiving the members consent, such consent need only be given once and will be deemed consent thereafter to any further information to be provided by this method unless the member specifically cancels such consent;
  - (c) via the Company's website provided the member's are informed that new information has been posted on the website. For the purposes of this article the Company must seek the consent of the member as to the use of the website to send or supply documents or information generally or specifically and such

consent is given or 28 days elapses and no response is received in which case consent will be deemed to have been given.

Nothing in this article shall prevent a member from requesting a hard copy or paper copy of the information or documents sent Electronically and upon receipt by the Company of such a request the Company shall send to the member such hard copy within 21 days or such other time period as may be prescribed by the Act.

#### PROCEEDINGS AT GENERAL MEETINGS

- 16 No business shall be transacted at any meeting unless a quorum is present. Ten or more persons entitled to vote upon the business to be transacted, each being a member or a proxy for such a member or a duly authorised representative of a corporation shall be a quorum provided that such ten or more persons include the Representative Number. In this Article, the "Representative Number" means the greater of two Academic Members or one half of all Academic Members (rounded down in the case of a fraction) in each case represented in person or by proxy or, if a corporation, by a duly authorised representative.
- 17 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such day and at such time and place as the Executive Committee may determine.
- 18 The chairman, if any, of the Executive Committee or in his absence some other Executive Committee member nominated by the Executive Committee shall preside as chairman of the meeting, but if neither the chairman nor such other Executive Committee member (if any) is present within 15 minutes after the time appointed for holding the meeting and is willing to act, the Executive Committee members present shall elect one of their number to be chairman and, if there is only one Executive Committee member present and willing to act, he shall be chairman.
- 19 If no Executive Committee member is willing to act as chairman, or if no Executive Committee member is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
- 20 An Executive Committee member shall, notwithstanding that he is not a duly authorised representative of a member, be entitled to attend and speak at any general meeting.
- 21 The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall

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

- 22 A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
  - (a) by the chairman; or
  - (b) by any member present in person or by proxy and entitled to vote.
- 23 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.
- 24 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 25 A poll shall be taken in such manner as the chairman directs and he may appoint scrutineers (who need not be members) and fix a place and time for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 26 In the case of equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 27 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 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 28 No notice need be given of a poll not taken forthwith if the time and place at which it is taken are announced at the meeting at which it is demanded. In any other case at least 7 clear days' notice shall be given specifying the time and place time at which the poll is to be taken.
- 29 A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on

behalf of one or more members. If a resolution in writing is either described as an ordinary resolution or special resolution, it has effect accordingly. Any such written resolution shall be valid if sent and received by e-mail which indicates the Members consent to the resolution so presented. If the Act so allows, the resolution to be passed by means of a written resolution shall be deemed passed if the requisite majority required by such a resolution confirms acceptance of such business. A proposed written resolution lapses if it is not passed before the end of the period so provided on the written resolution which may be determined by Executive Committee but shall not be less than 14 days and where the written resolution does not specify a lapse period the period shall be 28 days from the date the written resolution is sent to the members.

## VOTES OF MEMBERS

- 30 On a show of hands, every Industrial Member and Academic Member who is present by a duly authorised representative shall have one vote. On a poll, every Academic Member shall have one vote and every Industrial Member shall have the number of votes conferred on him by his subscription as provided for in Article 7. Observer Members, Academic Associate Members and Industrial Associate Members shall not be entitled to vote at any general meeting.
- 31 No member shall, unless the Executive Committee otherwise determines, be entitled to vote at any general meeting either in person or by proxy, unless all moneys presently payable by him in respect of his subscription have been paid.
- 32 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 33 On a show of hands or on a poll, votes may be given either personally or by proxy and a member may appoint more than one proxy to attend on the same occasion however where there are two or more proxies for one member their aggregate number of votes shall not exceed the number referred to in article 30. The Deposit of an instrument of proxy does not preclude a member from attending and voting at the meeting or at any adjournment of it in place of the member's proxy.
- 34 An instrument appointing a proxy may afford the member concerned the opportunity of instructing the proxy how to vote, shall be in writing in any usual form or in any other form which the Executive Committee may approve and shall be executed by or on behalf of the appointor.
- 35 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Executive Committee may:

- (a) be left at or sent by post or by facsimile or by electronic transmission to the office or such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and at any time before the time appointed for the taking of the poll; or
- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary (if appointed) or to any Executive Committee Member;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

36 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

- 37 (a) The following matters shall require the passing of an ordinary resolution:
- (i) approval of the Company's research programme proposed at general meeting and any proposed amendments to that programme;
  - (ii) approval of the operating and capital expenditure budgets of the Company proposed at general meeting and any proposed amendments to such budgets;
  - (iii) appointment of Executive Committee members by the members in accordance with the procedure in Article 49;
  - (iv) any arrangement for any joint venture or partnership or for the acquisition of the whole or substantially the whole of the assets and undertaking of the Company or an acquisition by the Company of any part of the issued share capital or of the assets and undertaking of another company;
  - (v) the issue by the Company of any debenture or loan stock (whether secured or unsecured) or the creation of any mortgage, charge, lien,

encumbrance or other third party right over any of the Company's assets or the giving by the Company of any guarantee or indemnity to or becoming surety for any third party;

- (vi) any change in the nature of the Company's business;
  - (vii) the merger, acquisition or winding up of the Company;
  - (viii) the making of any loan in excess of £15,000 by the Company or the creation, renewal or extension of any borrowings by the Company;
  - (ix) any decision otherwise than in accordance with the Intellectual Property Agreement to decline to continue to take action to protect Intellectual Property rights in Foreground.
  - (x) the agreement of the Company under the Model Contract to licensing of Foreground by the owner of Foreground to persons who are not members.
- (b) The following matter shall require the passing of a special resolution:
- (i) approval of the Intellectual Property Policy and Licensing Scheme proposed by the Executive Committee under Article 82 and any changes thereto;
- (c) The following matter shall require the passing of a resolution of all the members:
- (i) the approval of any expenditure of the Company outside the limits set by the Company's operating and capital expenditure budget in force from time to time. For the avoidance of doubt, the allocation of funds between budget categories (within the aggregate budget limit approved in accordance with these articles) shall only require the approval of a majority of Executive Committee members.

#### NUMBER OF EXECUTIVE COMMITTEE MEMBERS

- 38 Unless otherwise determined by the Company by ordinary resolution and subject to Articles 47 to 49 inclusive, the maximum number of Executive Committee members, (excluding the chief executive director and any other person appointed under article 52), is 8 and the minimum number is one.

## ALTERNATE EXECUTIVE COMMITTEE MEMBERS

- 39 Any Executive Committee member (other than an alternate Executive Committee member) may appoint any person willing to act, whether or not he is an Executive Committee member of the Company and without the approval of the Executive Committee, to be an alternate Executive Committee member and may remove from office an alternate Executive Committee member so appointed by him.
- 40 An alternate Executive Committee member shall, whether or not he is absent from the United Kingdom, be entitled to receive notice of all Executive Committee meetings and of all meetings of Executive Committee committees of which his appointor is a member, to attend and vote at any such meeting at which the Executive Committee member appointing him is not personally present, and generally to perform all the functions of his appointor as an Executive Committee member in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate Executive Committee member.
- 41 An alternate Executive Committee member shall cease to be an alternate Executive Committee member if his appointor ceases to be an Executive Committee member.
- 42 Any appointment or removal of an alternate Executive Committee member shall be by notice to the Company signed by the Executive Committee member making or revoking the appointment or in any other manner approved by the Executive Committee. Any such notice may be left at or sent by post or facsimile transmission to the office or such other place as may be designated for the purpose by the Executive Committee.
- 43 Save as otherwise provided in the articles, an alternate Executive Committee member shall be deemed for all purposes to be an Executive Committee member and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Executive Committee member appointing him.

## POWERS OF EXECUTIVE COMMITTEE MEMBERS

- 44 Subject to the provisions of the Act, the articles and to any directions given by special resolution, the business of the Company shall be managed by the Executive Committee who may exercise all the powers of the Company. No alteration of the articles and no such direction shall invalidate any prior act of the Executive Committee which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Executive Committee by the articles and an Executive Committee meeting at which a quorum is present may exercise all powers exercisable by the Executive Committee.
- 45 The Executive Committee members may subject to Article 70, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

## DELEGATION OF POWERS BY THE EXECUTIVE COMMITTEE

- 46 Subject to Article 70 the Executive Committee may delegate any of their powers to any executive sub-committee consisting of one or more Executive Committee members. They may also delegate to the chief executive director or any Executive Committee member holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Executive Committee may impose, and either collaterally with or to the exclusion of its own powers and may be revoked or altered. Subject to any such conditions, the proceedings of an executive sub-committee with two or more Executive Committee members shall be governed by the provisions of the articles regulating the proceedings of the Executive Committee so far as they are capable of applying. Where a provision of the articles refers to the exercise of a power, authority or discretion by the Executive Committee and that power, authority or discretion has been delegated by the Executive Committee to an executive sub-committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the executive sub-committee.

## APPOINTMENT AND REMOVAL OF EXECUTIVE COMMITTEE MEMBERS

- 47 If the aggregate number of Industrial Members and Academic Members is less than eight, (excluding the chief executive director and any other person appointed under article 52), and subject as provided below in Article 48, each such member may by notice to the Company appoint one Executive Committee member at the next annual general meeting and remove the same Executive Committee member from office.
- 48 If the aggregate number of Industrial Members and Academic Members is less than eight, (excluding the chief executive director and any other person appointed under article 52), and subject as provided below in Article 49 the Executive Committee may appoint any person who is willing to act to be an Executive Committee member, as an additional Executive Committee member provided that the aggregate of Executive Committee members does not exceed eight.
- 49 (a) If the aggregate number of Academic Members and Industrial Members is eight or more, the maximum number of Executive Committee members, excluding the chief executive director and any additional Executive Committee Members appointed under Article 52, shall be eight and the remaining provision of this Article 49 shall apply.
- (b) Executive Committee members appointed by the members, excluding the chief executive director and any additional Executive Committee Members appointed under Article 52, shall be appointed at each annual general meeting and the term of their appointment shall commence on 1 January in the year following the year in which they were appointed and shall continue for a period of 12 months (expiring on 31 December) whereupon they shall all retire and be replaced (or continue in office as the case may be) as determined by the members at their annual general meeting held during the preceding 12 months.

- (c) No more than three Executive Committee members may be appointed by the Academic Members.
- (d) No more than five Executive Committee members shall be appointed by the Industrial Members according to their subscription Class (provided that the number of Executive Committee members appointed by the Industrial Members in that Class shall not exceed the number of Industrial Members in such Class), according to the following procedure:
  - (i) Industrial Members of subscription Class Four (if any) may appoint no more than two Executive Committee members. If there are no members of Class Four, or if for any other reason the maximum permitted number of Executive Committee members under this sub-paragraph is not appointed, then any unfilled posts may be appointed under Article 49(d) (ii) below.
  - (ii) Industrial Members of subscription Class Three (if any) may appoint no more than one Executive Committee member together with that number of Executive Committee members to fill any unfilled posts under the preceding sub-paragraph. If there are no members of Class Three, or if for any other reason the maximum permitted number of Executive Committee members under this sub-paragraph is not appointed, then any unfilled posts on the Executive Committee shall be appointed under Article 49(d) (iii) below.
  - (iii) Industrial Members of subscription Class Two (if any) may appoint one Executive Committee member together with that number of Executive Committee members to fill any unfilled posts under the preceding sub-paragraph. If there are no members of Class Two, or if for any other reason the maximum permitted number of Executive Committee members under this sub-paragraph is not appointed, then any unfilled posts on the Executive Committee shall be appointed under Article 49(d) (iv) below.
  - (iv) Industrial Members of subscription Class One (if any) may appoint one Executive Committee member together with that number of Executive Committee members not appointed under the preceding sub-paragraph (if any).
  - (v) If, having followed the procedure in the preceding sub-paragraphs, the Industrial Members have not appointed five Executive Committee members, then the Industrial Members shall appoint the required number of Executive Committee members by ordinary resolution at the next following general meeting.

- (e) No person shall be appointed or reappointed an Executive Committee member by the members at general meeting (other than the first general meeting) unless:
- (i) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member or members has been given to the Company of the intention to propose that person for appointment or reappointment, stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors, together with notice executed by that person of his willingness to be appointed or reappointed; and
  - (ii) not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting, notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the members for appointment or reappointment as an Executive Committee member at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment as an Executive Committee member. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's register of Executive Committee members.
- (f) The Executive Committee members appointed by the members may appoint a person who is willing to act to be an Executive Committee member, either to fill a vacancy or as an additional Executive Committee member, provided that the appointment does not cause the number of Executive Committee members excluding the chief executive director and any additional Executive Committee Members appointed under article 52 to exceed eight. An Executive Committee member so appointed shall hold office only until the following 31st December. If not reappointed at the next following annual general meeting, he shall vacate office on 31<sup>st</sup> December following the annual general meeting.
- (g) Subject as aforesaid, each Executive Committee member appointed by the members who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the members appoint someone in his place.
- (h) In respect of any person to be nominated to the Executive Committee by more than one member, no such nomination shall be effective unless executed by a simple majority of the members entitled to nominate such person.

#### DISQUALIFICATION AND REMOVAL OF EXECUTIVE COMMITTEE MEMBERS

50 The office of an Executive Committee member shall be vacated if:

- (a) he ceases to be an Executive Committee member by virtue of any provision of the Act or he becomes prohibited by law from being an Executive Committee member; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he becomes, in the opinion of the Executive Committee (subsequently confirmed by a qualified mental health practitioner), incapable by reason of mental disorder of discharging his duties as Executive Committee member; or
- (d) he resigns his office by notice to the Company; or
- (e) he shall for more than six consecutive months have been absent without permission of the Executive Committee from Executive Committee meetings held during that period and his alternate Executive Committee member (if any) shall not during such period have attended any such meetings instead of him, and the Executive Committee resolves that his office be vacated; or
- (f) he is removed from office by notice addressed to him at his last-known address and signed by all his co-Executive Committee members.

#### EXECUTIVE COMMITTEE MEMBERS' EXPENSES

- 51 The Executive Committee members (other than the chief executive director and any additional Executive Committee Members appointed under article 52) shall not be entitled to any remuneration or expenses, except that in exceptional circumstances the Executive Committee may in its absolute discretion authorise the payment of expenses to such Executive Committee members in connection with the discharge of their duties. For the avoidance of doubt attendance at Executive Committee meetings or executive sub-committee meetings or general meetings shall not constitute exceptional circumstances. Any such authorisation shall only be granted prior to such expenses being incurred and subject to the basis of such expenses being agreed with the relevant Executive Committee member(s).

#### CHIEF EXECUTIVE DIRECTOR'S AND ADDITIONAL DIRECTORS APPOINTMENT AND INTERESTS

- 52 Subject to the provisions of the Act and in addition to the Executive Committee members appointed under Articles 47 to 49 inclusive, the Executive Committee may, by the affirmative vote of no less than three-quarters of all Executive Committee members present and entitled to vote at a meeting duly convened for the purpose, appoint any person to hold the positions of
- a) Executive Committee member and chief executive director of the Company

b) Executive Committee member and an executive director of the Company (who may also be appointed as chairman)

or to any other executive office of the Company, and may enter into an agreement or arrangement with such Executive Committee member for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of an Executive Committee member. Any such appointment, agreement or arrangement may be made upon such terms as the Executive Committee determines and they may remunerate any such Executive Committee member for his services as they think fit. Any appointment of an Executive Committee member to an executive office shall determine if he ceases to be an Executive Committee member but without prejudice to any claim to damages for breach of the contract of service between the chief executive director or executive director and the Company. The maximum number of persons to be appointed this article 52 and holding a position as an Executive Committee member any one time must not exceed 3 of which one must be the chief executive director.

#### EXECUTIVE COMMITTEE MEMBERS' INTERESTS

53 Subject to the provisions of the Act, and provided that he has disclosed to the Executive Committee the nature and extent of any material interest of his, an Executive Committee member notwithstanding his office and the remaining executive committee members:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

54 For the purposes of Article 53:

- (a) a general notice given, or to be given, to the Executive Committee that an Executive Committee member is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Executive Committee member has an interest in any such transaction of the nature and extent so specified; and

- (b) an interest of which an Executive Committee member has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

#### DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTEREST

55 The Executive Committee may, in accordance with the requirements set out in this article, authorise any matter proposed to them by any Executive Committee member which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest ('Conflict').

56 Any authorisation under this article will be effective only if:

- (a) the matter in question shall have been proposed by any Executive Committee member for consideration at a meeting of Executive Committee in the same way that any other matter may be proposed to the Executive Committee under the provisions of these articles or in such other manner as the Executive Committee may determine;
- (b) any requirement as to the quorum at the meeting of the Executive Committee at which the matter is considered is met without counting the Executive Committee member in question; and
- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

57 Any authorisation of a Conflict under this article 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 Conflict so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;
- (c) 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.

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

- (a) disclose such information to the Executive Committee or to any Executive Committee member or other officer or employee of the company;
- (b) use or apply any such information in performing his duties as an Executive Committee member;

where to do so would amount to a breach of that confidence.

59 Where the Executive Committee authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the Executive Committee member:

- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
- (b) is not given any documents or other information relating to the Conflict;
- (c) 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.

60 Where the Executive Committee authorise a Conflict:

- (a) the Executive Committee member will be obliged to conduct himself in accordance with any terms imposed by the Executive Committee in relation to the Conflict;
- (b) the Executive Committee member will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the Executive Committee impose in respect of its authorisation.

61 An Executive Committee member is not required, by reason of being a Executive Committee member (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 derives from or in connection with a relationship involving a Conflict which has been authorised by the Executive Committee 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.

#### EXECUTIVE COMMITTEE MEMBERS' GRATUITIES AND PENSIONS

62 The Executive Committee may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for the chief executive director or other person appointed under article 52 or any other person who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a

former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

#### PROCEEDINGS OF THE EXECUTIVE COMMITTEE

- 63 Subject to the provisions of the articles of association, the Executive Committee may regulate their proceedings as they think fit. An Executive Committee member may, and the secretary (if appointed) at the request of an Executive Committee member shall, call a meeting of the Executive Committee. Every Executive Committee member shall receive notice of a meeting, whether or not he is absent from the United Kingdom. An Executive Committee member may waive the requirement that notice be given to him of an Executive Committee meeting, either prospectively or retrospectively. Questions arising at an Executive Committee meeting shall, subject to Article 70, be decided by a majority of votes of those present at a duly constituted meeting and entitled to vote thereat, each Executive Committee member having one vote. In the case of an equality of votes, the chairman shall have a second or casting vote. An Executive Committee member who is also an alternate Executive Committee member shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 64 An Executive Committee member or his alternate Executive Committee member may participate in an Executive Committee meeting or an executive sub-committee meeting through the medium of conference telephone or similar form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting and is counted in a quorum and entitled to vote. Subject to the Act, all business transacted in this way by the Executive Committee or an executive sub-committee is for the purposes of the articles deemed to be validly and effectively transacted at a meeting of the Executive Committee or of an executive sub-committee although fewer than two Executive Committee members or alternate Executive Committee members are physically present at the same place. The meeting is deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- 65 The quorum for the transaction of the business of the Executive Committee may be fixed by the Executive Committee and unless so fixed at any other number shall be five provided that such number shall include the Representative Number. In this Article, the Representative Number means the greater of two Executive Committee members appointed by the Academic Members or one half of all Executive Committee members appointed by the Academic Members (rounded down in the case of a fraction). A person who holds office only as an alternate Executive Committee member shall, if his appointor is not present, be counted in the quorum.
- 66 The Executive Committee may appoint one of their number to be the chairman of the Executive Committee and may at any time remove him from that office. Unless he is unwilling to do so, the Executive Committee member so appointed shall preside at every Executive Committee meeting at which he is present. But if there is no Executive

Committee member holding that office, or if the Executive Committee member holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Executive Committee members present may appoint one of their number to be chairman of the meeting.

- 67 All acts done by an Executive Committee meeting or of an executive sub-committee meeting, or by any person acting as an Executive Committee member shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Executive Committee member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be an Executive Committee member and had been entitled to vote.
- 68 A resolution in writing signed by all the Executive Committee members entitled to receive notice of an Executive Committee meeting or of an executive sub-committee meeting shall be as valid and effectual as if it has been passed at an Executive Committee meeting or (as the case may be) an executive sub-committee meeting duly convened and held and may consist of several documents in the like form each signed by one or more Executive Committee members; but a resolution signed by an alternate Executive Committee member need not also be signed by his appointor and, if it is signed by an Executive Committee member who has appointed an alternate Executive Committee member it need not be signed by the alternate Executive Committee member in that capacity.
- 69 Without prejudice to the obligation of a director to disclose his interest in accordance with section 175 or 177 of the Act, an Executive Committee member may vote at any Executive Committee meeting or of an executive sub-committee meeting on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty. The Executive Committee member shall be counted in the quorum present at a meeting when any such resolution is under consideration and if he votes his vote shall be counted.
- 70 (a) The following matters shall require the affirmative vote of no less than three-quarters of all Executive Committee members present at a duly constituted meeting and entitled to vote thereat:
- (i) the approval of the Company's operating and capital expenditure budget for submission to a general meeting under Article 37. For the avoidance of doubt, the movement of funds between budget categories (within the aggregate budget limit approved under these Articles), shall only require the approval of a majority of Executive Committee members;
  - (ii) the approval of any activity outside the scope of the Company's operating and capital expenditure budget in force from time to time. For the avoidance of doubt, expenditure on any activity which may reasonably be considered to be ancillary to activity falling within the scope of the Company's operating and capital expenditure budget shall

only require the approval of a majority of Executive Committee members;

- (iii) the appointment, remuneration, compensation, transfer and discharge of the chief executive director or other person appointed under article 52 or any employee earning in excess of £25,000 a year;
  - (iv) the acquisition or construction or lease of items of tangible or intangible property involving an estimated expenditure of £10,000 or more in each individual case;
  - (v) any obligation of the Company which could involve the payment by it, in cash or otherwise, of amounts in excess of £10,000 in the aggregate in any 12 month period;
  - (vi) the assignment, sale or other disposal in any 12 month period of any asset or related group of assets of the Company having a net book value in aggregate of £10,000 or more;
  - (vii) any change in the Company's accounting policies or the Company's auditors, bankers, or accounting reference date;
  - (viii) the establishment of any retirement benefit scheme in relation to the Company's employees, or the making of any contribution to any third party scheme for the provision of retirement benefits;
  - (ix) entering into the occupation, purchase, sale, transfer, lease or licence of any freehold or leasehold property;
  - (x) appointing any sub-committee of the Executive Committee or delegating any of the powers of the Executive Committee to any executive sub-committee;
  - (xi) establishing any bonus, profit sharing, share option or other incentive scheme for any officer or employee of the Company;
- (b) The following matters shall require the affirmative vote of no less than three quarters of all Executive Committee members present at a duly constituted meeting and entitled to vote thereat, of which no less than two such affirmative votes shall be cast by the affirmative vote of Executive Committee members appointed by Academic Members and provided that Executive Committee members present at the relevant meeting include the Representative Number. In this Article, the "Representative Number" means the greater of two Executive Committee members appointed by the Academic Members or one half of all Executive Committee members appointed by the Academic Members (rounded down in the case of a fraction):-

- (i) exercising any of the rights of the Company's Intellectual Property Policy and Licensing Scheme, proposed by the Executive Committee under Article 82 and approved by the Company in general meeting under Articles 37 and 82, and any changes thereto;
- (ii) approving the research programme of the Company from time to time; or
- (iii) approving the licensing of any intellectual property rights held by the Company from time to time for any commercial application.

#### SECRETARY

71 Subject to the provisions of the Act, the secretary shall be appointed by the Executive Committee for such term, at such remuneration and upon such conditions as they think fit; and any secretary so appointed may be removed by the Executive Committee but nothing in this article shall require the Company to appoint a secretary or such appointment may be made on a temporary or sporadic basis.

#### MINUTES

72 The Executive Committee shall cause minutes to be made in books kept for the purpose:

- (a) of all appointments of officers made by the Executive Committee; and
- (b) of all proceedings of meetings of the Company and of the Executive Committee, and of executive sub-committees, including the names of the Executive Committee members present at each such meeting.

#### THE SEAL AND EXECUTION OF DOCUMENTS

73 The seal (if any) shall only be used by the authority of the Executive Committee or of an executive sub-committee authorised by the Executive Committee. The Executive Committee may determine who shall sign any instrument either to which the seal is affixed or not, and unless otherwise so determined every such instrument shall be signed by at least one authorised person and in the case of a deed either by at least one authorised person in the presence of a witness who attests the signature, or by any 2 Executive Committee members or by one Executive Committee member and the Company Secretary (if appointed). For the purposes of this article, an authorised person is:

- (a) any Executive Committee Member;
- (b) the Company Secretary (if any);
- (c) any person authorised by the Directors.

## ACCOUNTS

- 74 Members may inspect the accounts of the Company on giving reasonable notice to the Company.

## NOTICES

- 75 Any notice to be given to or by any person pursuant to the articles of association shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice except that a notice calling an Executive Committee meeting need not be in writing or given using electronic communications. In this article and the next “address” in relation to electronic communications, includes any number or address used for the purposes of such communications.

- 76 The Company may give any notice or other document to a member either

- (a) personally or
- (b) by sending it by post in a prepaid envelope addressed to the member at his registered address or
- (c) by leaving it at that address or
- (d) by giving it using electronic communications to an address for the time being notified to the Company by the member or
- (e) By fax to a fax number notified by the member in writing, or
- (f) By a website (except a share certificate) the address of which shall be notified to the shareholder in writing; or

Any member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company.

- 77 A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting, and, where requisite, of the purposes for which it was called.

- 78 A notice sent to or given by a member (or other person entitled to receive notices under the articles) by post to an address within the United Kingdom is deemed to be given:

- (a) 24 hours after posting, if pre-paid as first class, or
- (b) 48 hours after posting, if pre-paid as second class.

- 79 A notice sent to a member (or other person entitled to receive notice under the articles) by post to an address outside the United Kingdom is deemed to be given 72 hours after posting, if pre-paid as airmail. Proof that an envelope containing the notice was properly

addressed, pre-paid and posted is conclusive evidence that the notice was given. A notice not sent by post but left at a member's registered address is deemed to have been given on the day it was left. If a notice or document is sent by fax, it is treated as being delivered at the time it was sent. If a notice or document is sent by electronic mail, it is treated as being delivered at the time it was sent. If a notice or document is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

## INDEMNITY

80 Subject to the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled, each person who is an Executive Committee member, alternate Executive Committee member or secretary (if appointed) of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in the proper execution of his duties or the proper exercise of his powers, authorities and discretions including, without limitation, a liability incurred:

- (c) defending proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted, or which are otherwise disposed of without a finding or admission of material breach of duty on his part, or
- (d) in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

81 The Executive Committee may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was:

- (a) an Executive Committee member, alternate Executive Committee member, secretary (if appointed) or auditor of the Company or of a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect); or
- (b) trustee of a retirement benefits scheme or other trust in which a person referred to in the preceding paragraph is or has been interested,

indemnifying him against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company.

## INTELLECTUAL PROPERTY POLICY

82 The Executive Committee shall propose and (subject to these articles) shall exercise the Company's rights under an Intellectual Property Policy and Licensing Scheme and the Intellectual Property Agreement and any changes thereto.

FORMER

MEMORANDUM OF ASSOCIATION

of

VIRTUAL CENTRE OF EXCELLENCE IN MOBILE AND  
PERSONAL COMMUNICATIONS LIMITED

**BY VIRTUE OF SECTION 28 OF THE COMPANIES ACT 2006 THE PROVISIONS  
OF THIS DOCUMENT SHALL BE DEEMED INCORPORATED INTO THE  
ARTICLES OF ASSOCIATION OF THE COMPANY ADOPTED BY SPECIAL  
RESOLUTION DATED 8<sup>TH</sup> OCTOBER 2009**

**LAMB  
BROOKS** SOLICITORS

Victoria House  
39 Winchester Street  
Basingstoke  
Hampshire RG21 7EQ  
Telephone 01256 844888

FORMER

MEMORANDUM OF ASSOCIATION

of

VIRTUAL CENTRE OF EXCELLENCE IN MOBILE  
AND PERSONAL COMMUNICATIONS LIMITED

1. The Company's name is Virtual Centre of Excellence in Mobile and Personal Communications Limited.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:  
  
To carry out or support scientific research, investigations, experiments and development of every description in relation to communications and related areas.
4. The Company shall have the following powers exercisable in furtherance of its said objects but not otherwise
  - 4.1 To exploit the results of the Company's research, investigations, experiments and development by granting, licensing, transferring or otherwise dealing in intellectual property rights, licences and know how.
  - 4.2 To acquire and maintain such equipment, premises and facilities as is necessary to carry out the Objects. .
  - 4.3 To build, construct, maintain, alter, enlarge, pull down, remove and replace any buildings, shops, factories, offices, works, machinery and engines, and to work, manage and control these things.
  - 4.4 To enter into contracts, agreements and arrangements with any person for the carrying out by that person on behalf of the Company of any object for which the Company is formed.
  - 4.5 To acquire, undertake and carry on the whole or any part of the business, property and liabilities of any person carrying on any business which may in the opinion of the board be capable of being conveniently carried on, or calculated directly or indirectly to enhance the value of the Company's objects ..
  - 4.6 To enter into any arrangement with a government or authority, whether national, international, supreme, municipal, local or otherwise, that may in the opinion of

the board be conducive to any object of the Company, and to obtain from that government or authority any right, privilege or concession which in the opinion of the board is desirable, and to carry out, exercise and comply with that arrangement, right, privilege or concession.

- 4.7 To apply for, purchase and by other means acquire (by licence or otherwise), protect, prolong and renew any patent, patent right, brevet d'invention, licence, secret process, invention, trade mark, service mark, copyright, registered design, protection, concession and right of the same or similar effect or nature, and to use, turn to account, manufacture under and grant licences and privileges in respect of those things, and to spend money in experimenting with, testing, researching, improving and seeking to improve any of those things.
- 4.8 To acquire an interest in, amalgamate with and enter into partnership or any arrangement for the union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person, or with any employees of the Company. To lend money to, guarantee the contracts of, and otherwise assist that person or those employees, and to take and otherwise acquire an interest in that person's shares or other securities and to sell, hold, re-issue, with or without guarantee, and otherwise deal with those shares or other securities.
- 4.9 To pay out of the funds of the Company all or any expenses which the Company may lawfully pay of or incidental to the formation, registration, promotion and advertising of and raising money for the Company
- 4.10 To remunerate any person for services rendered or to be rendered to the Company.
- 4.11 To purchase, take on lease, exchange, hire and otherwise acquire any real or personal property and any right or privilege over or in respect of it.
- 4.12 To borrow, raise and secure the payment of money in any way the board thinks fit, in the normal course of business and on an arms length, charged on all or any of the Company's property (present and future).
- 4.13 To subscribe for, acquire and hold (in each case absolutely or conditionally) shares, debentures and other securities of any person and to co-ordinate, finance and manage the business and operation of any person in which the Company has an interest.
- 4.14 To adopt any means of publicising and making known the businesses, services and products of the Company as the board thinks fit, including, without limitation, advertisement, publication and distribution of notices, circulars, books and periodicals, purchase and exhibition of works of art and interest and granting and making of prizes, rewards and donations.

- 4.15 To support, subscribe to and contribute to any charitable or public object and any institution, society and club which may be for the benefit of the Company's objects or persons who are or were officers or employees of the Company, its predecessor in business, any subsidiary of the Company, To subsidise and assist any association of employers or employees and any trade association. To grant pensions, gratuities, annuities and charitable aid and to provide advantages, facilities and services to any person who may have been employed by or provided services to the Company, , any subsidiary of the Company and to the spouses, children, dependants and relatives of those persons and to make advance provision for the payment of those pensions, gratuities and annuities by establishing or acceding to any trust, scheme or arrangement (whether or not capable of approval by the Commissioners of Inland Revenue under any relevant legislation) the board thinks fit, to appoint trustees and to act as trustee of any trust, scheme or arrangement, and to make payments towards insurance for the benefit of those persons and their spouses, children, dependants and relatives.
- 4.16 To apply for, promote and obtain any Act of Parliament and any order or licence of any government department or authority (including, without limitation, the Department of Trade and Industry) to enable the Company to carry any of its objects into effect, to effect any modification of the Company's constitution and for any other purpose which the board thinks fit, and to oppose any proceeding or application which may in the opinion of the board directly or indirectly prejudice the Company's interests.
- 4.17 To establish, grant and take up agencies, and to do all other things the board may deem conducive to the carrying on of the Company's business as principal or agent, and to remunerate any person in connection with the establishment or granting of an agency on the terms and conditions the board thinks fit.
- 4.18 To purchase and maintain insurance for the benefit of any person who is or was an officer or employee of the Company, a subsidiary of the Company or a company in which the Company has or had an interest (whether direct or indirect) or who is or was trustee of any retirement benefits scheme or any other trust in which any officer or employee or former officer or employee is or has been interested, indemnifying that person against liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against.
- 4.19 To amalgamate with any other person and to procure the Company to be registered or recognised in any part of the world.
- 4.20 To do all or any of the things provided in any paragraph of clause 3:
- (i) in any part of the world;
  - (ii) as principal, agent, contractor, trustee or otherwise;

- (iii) by or through trustees, agents, subcontractors or otherwise; and
- (iv) alone or with another person or persons.

4.21 To do all things that are in the opinion of the board incidental or conducive to the attainment of f the Company's objects, or the exercise of all or any of its powers.

4.22 The powers specified in each sub-paragraph of clause 3 shall, except where otherwise provided in that paragraph, be regarded as independent objects, and are not limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company. None of the paragraphs of clause 3 or the objects or powers specified or conferred in or by them is deemed subsidiary or ancillary to the objects or powers mentioned in any other paragraph. The Company has power to exercise all or any of the objects and powers provided in each paragraph as if each paragraph contained the objects of a separate company.

4.23 In clause 3, a reference to:

- (i) a "person" includes a reference to a body corporate, association or partnership whether domiciled in the United Kingdom or elsewhere and whether incorporated or unincorporated;
- (ii) the "Act" is, unless the context otherwise requires, a reference to the Companies Act 2006, as modified or re-enacted or both from time to time; and
- (iii) a "subsidiary" is to be construed in accordance with section 1195 of the Act.

5. The income and property of the Company shall be applied solely towards the promotion of the Objects of the Company as set out in this memorandum and no portion shall be paid or transferred directly or indirectly, by way of dividend, gift, division, bonus or otherwise by way of profit, to the members of the Company PROVIDED THAT nothing in this memorandum shall prevent the payment in good faith;

5.1 of reasonable and proper remuneration to any officer or employee of the Company, or to any member of the Company, in return for any services actually rendered to the Company;

5.2 of interest on money lent at a rate not exceeding 4 per cent above the average Clearing Banks' base rate in force at the date of borrowing;

5.3 of reasonable and proper rent for premises demised or let by any member of the Company; or

5.4 of reasonable out of pocket expenses to any member of the board of Directors of the Company or to any other person or persons who may have incurred such expenses on behalf of the Company

6. The liability of the members is limited.

7. Every member of the Company undertakes to contribute such amount, not exceeding £1, as may be required to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

8. If upon the winding up or dissolution of the Company there remains, after 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 or institutions in the United Kingdom having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its members to an extent at least as great as is imposed on the Company under or by virtue of clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect can not be given to such provision, then to some charitable object.