

**THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES**

**MEMORANDUM &
ARTICLES OF INCORPORATION
OF THE**

RADIOPRO LTD

Registered on the 7th day of September 2017

**No. 10950436 on the Registrar of Companies
for England and Wales**

AS AMENDED ON 27 MARCH 2020

REGISTERED OFFICE:
Piccadilly Business Centre,
Aldow Enterprise Park,
Blackett Street,
Manchester M12 6AE,
United Kingdom

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

1. The name of the company is RADIOPRO LTD ("the Company").
2. The company is a private company limited by shares, registered under the Companies Act 2006.
3. The liability of the members is limited.
4. The share capital of the company is divided into shares GBP 1 each.
5. The Company is a "licensing body" for the purposes of Part 1, Regulation 2 of the Collective Management of Copyright (EU Directive) Regulations 2016.
6. The Company is created to act as a "Collective Management Organisation" for the purposes of the "Directive 2014/26/EU of the European Parliament and of the Council of 26 February 2014 on collective management of copyright and related rights and multi-territorial licensing of rights in musical works for online use in the internal market".
7. The objects for which the Company is established are:
 - (a) to exercise and enforce on behalf of the proprietors thereof ("right holders") the rights and remedies of composers, lyricists, authors, musicians, producers, publishers and performers in music works arising by virtue of the Copyright, Designs and Patents Act 1988 and any other legal act or regulation for the time being in force granting or otherwise pertaining to such rights;
 - (b) to collect, administer and distribute revenue derived from the exploitation of such rights, for the collective benefit of right holders;
 - (c) to do all such things as are incidental or conducive to the attainment of the foregoing objects.
8. The Company shall have the following powers, in addition to all other powers conferred upon it by law:
 - (a) To obtain from right holders and their representatives such mandates, authorisations, assignments, powers of attorney or other instruments as may be necessary or expedient to enable the Company to exercise and enforce, in its own

right and otherwise, all rights and remedies as aforesaid and to rescind, alter and vary the same from time to time.

(b) By all appropriate agreements, actions or proceedings, to secure royalties, fees and other monies due to right holders in respect of the exploitation of their rights.

(c) To enter into representation and reciprocal rights agreements with other collective management organisations, wherever established, in order to extend the rights administered by the Company in the United Kingdom and in the member - states of the European Union, and to facilitate the management of the rights of right holders in foreign countries, and to exercise and enforce the rights of members of such collective management organisations in accordance with the terms of such representation and reciprocal rights agreements.

(d) In accordance with Rules of Administration and Distribution adopted by the Company, to distribute monies received by the Company in the exercise of the foregoing powers, after making provision there out for the expenses and liabilities of the Company.

(e) Subject to compliance with all applicable laws and regulations, to invest and deal with monies and other property held by the Company not immediately required in such manner as shall be considered fit, and from time to time to sell or vary such investments.

(f) To purchase, take on lease or in exchange, rent, hire or otherwise acquire any premises, buildings, lands, chattels, or other property, real or personal, and to develop, sell, manage, lease, mortgage, dispose of or otherwise deal with all or any part of the property, assets or rights of the Company.

(g) To develop, acquire and protect any intellectual property rights and rights in the nature of the same, confidential information, know-how and trade secrets which shall confer any proprietary, exclusive or non-exclusive right upon the Company and to use, exercise, enforce, develop, sell or grant licences in respect of, or otherwise turn to account the same.

(h) To borrow and raise money for the purposes of the Company and to guarantee or secure the repayment of any money borrowed, raised or owing, including by mortgage, charge or lien upon the property or assets of the Company, present or future.

(i) To purchase or acquire and undertake all or any part of the property assets liabilities and engagements of any one or more companies, institutions, associations

or undertakings carrying on business which the Company is authorised to conduct, or possessed of property suitable for the purposes of the Company.

(j) To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in or securities in any company having all or any of the objects of the Company or carrying on any business capable of being carried on so as, directly or indirectly, to benefit the Company.

(k) To join, amalgamate, merge, become associated with, or to enter into a partnership, joint venture or reciprocal concession with any organisation, authority, body or person calculated to be of benefit to the Company.

(l) To promote, form, establish, acquire or incorporate any association, institution company or body for a purpose compatible with the objects of the Company.

(m) To draw, accept, make, endorse, execute and issue bills of exchange, promissory notes and other negotiable or transferable instruments.

(n) To lend money for such purposes, to such persons and bodies, and upon such terms as may seem expedient, provided that this power shall not extend to the lending of money to or the guarantee of performance of contracts of members or directors of the Company.

(o) To establish, undertake and execute any trusts which may seem directly or indirectly conducive to the objects of the Company.

(p) To establish, subscribe to and provide funds, trusts or other schemes by which monies may be provided for retirement annuities and benefits of any kind for the time being allowed by law, for the benefit of persons employed by or providing services to the Company.

(q) To provide gratuities, donations, pensions and emoluments to any person at any time in the employment of the Company, or engaged in any business acquired by the Company and the families and dependents of any such persons.

(r) To subscribe to any charity and to grant donations for any public or charitable cause, and to establish, support or aid in the establishment or support of any charitable or other non-profit institution, trust or fund.

(s) To carry on any trade or business which may in the opinion of the Directors be advantageously carried on by the Company in connection with or as ancillary to the general business of the Company.

(t) To do all such other lawful things (whether or not for gain) as are incidental or conducive to the attainment of the objects of the Company, or any of them, or calculated directly or indirectly to enhance the value or render useful or profitable any of the Company's property, rights or interests.

(u) To do all of the above things in any part of the world as principal, agent, or in any other capacity.

(v) To procure the Company to be registered or recognised in any foreign country.

9. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up, during or within one year after the cessation of membership, for payment of the debts and liabilities of the Company contracted before the cessation of membership, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.00.

10. In the event of and upon the winding up of the Company, whether voluntary or otherwise, at any time, the assets of the Company (other than the rights in performances vested in or controlled by the Company pursuant to this constitution and any sums distributable in accordance with the Rules of Administration of the Company) after payment of the liabilities of the Company, shall, in so far as they are available for the purpose, be apportioned among the persons who are members of the Company at the date of such winding up, in the proportions in which such members received distributions from the Company in respect of the year ending on 31 December immediately prior to such winding up, and the rights (if any) vested in the Company by any member or controlled by the Company by virtue of membership shall revert to such member or the heirs, successors or assigns of such member.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

THEOFANIS MAZIS (Chairman) ELEFThERIOS RINOS (Managing Director)

DIMITRA DASKALAKI (Company Secretary) ADRIANA ILIOU (Board Member)

IOANNIS KARAMICHALIS (Supervisory Body) MYRTO MAZI (Board Member)

ILIAS TITIROs (Supervisory Body) IOANNIS VOUSAS (Supervisory Body)

Dated the 27th day of March 2020 as amended.

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

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THE COMPANIES ACT 2006 COMPANY LIMITED BY SHARES

ARTICLES OF INCORPORATION

PREAMBLE

A. DESCRIPTION OF THE COMPANY

RadioPro Ltd is a company incorporated on 7th September 2017 under the Companies Act 2006 as a private company with No. 10950436 on the Registrar of Companies for England and Wales, limited by shares, the situation of its registered office is in England and Wales and adopts the model articles of a Private (Ltd by Shares) company as it follows:-

PART 1

A. INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

(1) In the articles, unless the context requires otherwise—

- i) “articles” means the company’s articles of association;
- ii) “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;
- iii) “chairman” has the meaning given in article 14;

- iv) "chairman of the meeting" has the meaning given in article 54;
- v) "Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;
- vi) "director" means a director of the company, a person appointed as a director of the Company pursuant to these articles, and includes any person occupying the position of director, by whatever name called;
- vii) "distribution recipient" has the meaning given in article 45;
- viii) "document" includes, unless otherwise specified, any document sent or supplied in electronic form;
- ix) "electronic form" has the meaning given in Schedule 5 of the Companies Act 2006;
- x) "fully paid" in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;
- xi) "hard copy form" has the meaning given in Schedule 5 of the Companies Act 2006;
- xii) "holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares;
- xiii) "instrument" means a document in hard copy form;
- xiv) "ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;
- xv) "paid" means paid or credited as paid;
- xvi) "participate", in relation to a directors' meeting, has the meaning given in article 12;
- xvii) "proxy notice" has the meaning given in article 61;
- xviii) "shareholder" means a person who is the holder of a share;
- xix) "shares" means shares in the company;
- xx) "special resolution" has the meaning given in section 283 of the Companies Act 2006;
- xxi) "subsidiary" has the meaning given in section 1159 of the Companies Act 2006;

xxii) "transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and

xxiii) "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.

xxiv) "the Companies Act" means the Companies Act 2006, all amendments and statutory re-enactments thereof, and statutory instruments made pursuant thereto;

xxv) "the Copyright Act" means the Copyright, Designs and Patents Act 1988, all amendments and statutory reenactments thereof and statutory instruments made pursuant thereto;

xxvi) "the CRM Regulations" means the Collective Management of Copyright (EU Directive) Regulations 2016 and any amendments thereof;

xxvii) "performance" the meaning set out in section 19 of the Copyright Act;

xxviii) "performer" means the performer, or one of the performers of a recorded performance;

xxix) "performers' rights" means the rights and remedies granted to performers in Chapter 2 of the Copyright Act and all other rights and remedies accorded to performers by law, and includes corresponding or similar rights subsisting under the laws of other countries of the world in force from time to time.

xxx) "Rules of Administration" means rules adopted by the Company providing for the administration of copyrights and rights related to copyright by the Company;

xxxi) "distribution" means any distribution which may be made to members, associates and Affiliated Societies out of the monies received by the Company in respect of the exercise of all rights, licence and authority granted by them to the Company.

xxxii) "member" means a member of the Company, admitted in accordance with these articles;

xxxiii) "associate" means a person or body admitted as an associate of the Company in accordance with these articles.

xxxiv) "Affiliated Societies" means collective management organisations established in other countries with which the Company has entered into reciprocal rights agreements;

xxxv) "the Board" means the board of directors of the Company;

xxxvi) “the Registered Office” means the registered office for the time being of the Company;

xxxvii) “the Secretary” means any person(s) or body corporate appointed by the Board in accordance with these articles to perform the role of company secretary.

(2) Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

(3) Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to every mode of representing words in visible form.

2. Members and liability

(1) The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

(2) There shall be no limit to the number of members of the Company.

(3) The Board may from time to time register an increase or reduction in the number of members.

(4) The members of the Company shall be right holders admitted to membership by the Board in accordance with these articles, and entered in the Register of Members of the Company.

(5) Any right holder, other than a member of or person represented by an Affiliated Society, shall be eligible for membership of the Company for so long as he or she shall hold rights entitling the right holder to share in the distribution of royalties collected by the Company on behalf of right holders pursuant to the Rules of Administration.

(6) The Board may from time to time establish Terms and Conditions of Membership and lay down procedures for application for membership. Applications shall be in the form prescribed by the Board. The Board may refuse any such application if, in its opinion, the applicant does not meet the requirements for membership. The decision of the Board in this respect shall be final.

(7) Membership of the Company is not transferable.

(8) All members shall have the rights set out in Regulation 4(2) – 4(5) (inclusive) of the CRM Regulations.

(9) Every member shall, as a continuing condition of membership, be bound by the provisions of the constitution of the Company and any amendment thereof and shall observe all rules or bye-laws made from time to time by the Company in general meeting or by the Board.

(10) Any person or body holding rights in any music work(s) entitling such person or body to share in the royalty distribution collected by the Company pursuant to the Rules of Administration, other than a right holder thereof or a member of or person or body represented by another Affiliated Society or a right holder who does not wish to become a member of the Company, shall be entitled to be an Associate of the Company, but not a member thereof.

(11) The Board may from time to time establish Terms and Conditions of Associate Status and lay down procedures for application. Applications shall be in the form prescribed by the Board. The Board may refuse any such application if, in its opinion, the applicant does not meet the requirements for associate status. The decision of the Board in this respect shall be final.

(12) Associate status is not transferable.

(13) All associates shall have the rights set out in Regulation 4(2) – 4(5) (inclusive) of the CRM Regulations.

(14) Every associate, notwithstanding that he she or it is not a member of the Company, shall as a matter of contract pursuant to the Terms and Conditions of Associate Status and as a continuing condition of such status, be bound to the terms of this constitution in so far as they apply to associates and shall observe such Terms and Conditions and comply with all rules and bye-laws applicable to such persons or bodies with such status made from time to time by the Company in general meeting or by the Board.

(15) Termination of Membership and Associate status by the member/ associate: Any member or associate may, by giving three months' notice in writing to the Secretary, terminate his, her or its membership.

(16) Termination of Membership and Associate status on the death of the member/associate: The death of a member or associate shall terminate his or her membership.

(17) Termination of Membership and Associate status upon bankruptcy: Membership shall terminate upon the bankruptcy of a member or associate.

(18) Termination of Membership and Associate status upon liquidation: In the case of an associate being a body corporate or a firm, its associate status shall terminate, in the case of a body corporate in the event of and upon liquidation of such body corporate (other than a

voluntary liquidation for the purpose of reorganisation or reconstruction) and, in the case of a firm in the event and upon such firm ceasing to carry on business.

(19) Termination of Membership and Associate status on the expiry of rights: Membership or associate status shall terminate upon the expiration of the longest period for which any copyright and right related to copyright subsists in any territory in any performance in respect of which the member or associate is entitled to participate in distributions by the Company under the Rules of Administration.

(20) Termination of Membership and Associate status on disposal of rights: Membership shall terminate on the disposal by the member or associate of all of the copyright and rights related to copyright.

(21) Termination of Membership and Associate status by the Board: The Board may terminate a membership or associate status by serving notice upon the member or associate to that effect. Before reaching the decision to issue such a notice, the Board shall:

- i. give warning to the person or body concerned of its intention to terminate the membership or associate status and the reason therefor;
- ii. give the person or body concerned a reasonable opportunity to make a submission as to why the membership or associate status should not be terminated;
- iii. take any such submission made by the person or body concerned into account in reaching its decision;
- iv. act fairly and impartially.

3. Consequences of termination

(1) Subject as otherwise provided herein, all rights, privileges and obligations of membership or associate status shall cease on the date of termination. Without prejudice to the generality of the foregoing, a member or associate shall cease to be entitled to participate in distributions by the Company (save as to any payment to which the member or associate was entitled under the Rules of Administration at the date of termination) and shall cease to have any claim of any kind upon the assets of the Company.

(2) On the death of a member or associate, any payment to which the person concerned would, if living, have been entitled in accordance with the Rules of Administration in respect of the period following the death of such person shall be retained by the Company pending the issue of a grant of representation to the person's estate and, upon production of the same, shall be paid to the personal representative of such person. Upon the appointment of

a successor to the rights of a member as an associate, payment shall thereafter be made to the successor in that capacity.

(3) On the bankruptcy of an individual member or the liquidation of a body corporate member, any payment by the Company which such member would otherwise have been entitled to receive shall be made to the person entitled for the time being to receive debts due to the member and any existing direction given by the member to the Company to make payments to any other person or body shall cease to have effect.

4. Assignment and exercise of rights

(1) Every member and every associate shall upon becoming a member, or at any time thereafter upon request by the Company assign or cause to be assigned to the Company all rights to be administered on the member's or associate's behalf by the Company. Every such assignment shall be in such form as the Board shall prescribe.

(2) The rights referred to in paragraph (1) shall be specified in the individual Terms and Conditions of Membership or Associate Status, as the case may be.

(3) Pending the assignment of rights to the Company pursuant to paragraph (1), every member by virtue of his or her membership and every associate by virtue of such status grants to the Company, for and during the period of his or her membership or associate status in his, her or its name or in that of the Company but at the Company's expense, the sole power and authority:

i) to authorise or permit or forbid any third party to exercise the rights administered by the Company;

ii) to grant licences on behalf of the member or associate for the exercise of such rights;

iii) to collect fees, subscriptions or other monies, whether for the authorised use of the rights of the member or associate or by way of damages or compensation for the unauthorised exercise of such rights;

iv) to institute and prosecute proceedings against all persons infringing the said rights of the member or associate or exercising or authorising the exercise of the same without permission, and if the Board shall in its discretion shall decide, to defend or oppose any proceedings taken against a member or associate in respect of such rights and to compound, compromise, refer to arbitration or submit to judgment in any such proceedings and generally to represent the member or associate in all matters concerning the enforcement of such rights;

v) to protect generally the rights of the member or associate;

vi) to delegate authority to any Affiliated Societies and to any duly appointed agent or representative do any of the foregoing acts in foreign territories for the purpose of exercising the said rights in such territories.

(4) The Company may exercise and enforce the rights of members of Affiliated Societies pursuant to the terms of any contract entered into with such societies.

(5) The Company may exercise and enforce the rights of persons or bodies not members of the Company or associates thereof or members of an Affiliated Society, pursuant to the terms of any contract between the Company and any such persons or bodies.

(6) Subject as provided in the Collective Management of Copyright (EU Directive) Regulations 2016, the Company may decline to exercise the whole or any part of the rights of a member or associate.

(7) Without prejudice to paragraphs (1) to (6) (inclusive), any member or associate may (subject to compliance with the Rules of Administration) require the Company to grant a nonexclusive licence to permit the member or associate to exercise all or any part of the rights in respect of any particular performance and/or to authorise the exercise of the rights in specific performances for non-commercial purposes.

PART 2 | DIRECTORS

A. DIRECTORS' POWERS AND RESPONSIBILITIES

5. Directors' general authority

(1) Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

6. Shareholders' reserve power

(1) The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

7. Directors may delegate

(1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—

- (i) to such person or committee;
- (ii) by such means (including by power of attorney);
- (iii) to such an extent;
- (iv) in relation to such matters or territories; and
- (v) on such terms and conditions;

as they think fit.

(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.

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

8. Committees

(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.

(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.

B. DECISION-MAKING BY DIRECTORS

9. Directors to take decisions collectively

(1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 10.

(2) If—

(i) the company only has one director, and

(ii) no provision of the articles requires it to have more than one director, the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

10. Unanimous decisions

(1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

(2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

(3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

(4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

11. Calling a directors' meeting

(1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

(2) Notice of any directors' meeting must indicate—

i) its proposed date and time;

ii) where it is to take place; and

iii) 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.

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

(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 not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

12. Participation in directors' meetings

(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

i) the meeting has been called and takes place in accordance with the articles, and

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

(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.

(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.

13. Quorum for directors' meetings

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

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

(3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—

(a) to appoint further directors, or

(b) to call a general meeting so as to enable the shareholders to appoint further directors.

14. Chairing of directors' meetings

(1) The directors may appoint a director to chair their meetings, pursuant to article 25.

(2) The person so appointed is known as the chairperson.

(3) The directors may terminate the chairperson's appointment at any time by majority vote.

(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. Casting vote

(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

(2) The provision of paragraph (1) does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

16. Conflicts of interest

(1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

(2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.

(3) This paragraph applies when—

i) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;

ii) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

iii) the director's conflict of interest arises from a permitted cause.

(4) For the purposes of this article, the following are permitted causes—

(a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;

(b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and

(c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.

(5) For the purposes of this article, references to proposed decisions and decision making processes include any directors' meeting or part of a directors' meeting.

(6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

(7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

17. Records of decisions to be kept

(1) The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

18. Directors' discretion to make further rules

(1) Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

C. APPOINTMENT OF DIRECTORS

19. Methods of appointing directors

(1) 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— (a) by ordinary resolution, or (b) by a decision of the directors.

(2) In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

(3) For the purposes of paragraph (2), where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

20. Termination of director's appointment

(1) The Company may by ordinary resolution remove a director before the expiration of his or her period of office. Such a resolution shall not be effective unless the provisions of sections 168 and 169 of the Companies Act are observed.

(2) A vacancy created by the removal of a director under this article may be filled at the meeting at which he or she is removed and, if not so filled, may be filled as a casual vacancy.

(3) A person ceases to be a director as soon as—

- i) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- ii) a bankruptcy order is made against that person;
- iii) a composition is made with that person's creditors generally in satisfaction of that person's debts;

- iv) that person becomes, in the unanimous opinion of his or her fellow-directors, unable to act effectively because of illness or other material inhibition;
- v) 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;
- vi) 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.
- vii) is sentenced to a term of imprisonment (including a term that is suspended) following conviction of an indictable offence;
- viii) fails to observe any provision of this constitution, of the Companies Act or of the CRM Regulations relating to the disclosure of conflict between the director's personal interests and those of the Company;
- ix) is absent from Board meetings held during a period of more than 6 months, without the permission of the directors.

21. Directors' remuneration

(1) Directors may undertake any services for the company that the directors decide.

(2) Directors are entitled to such remuneration as the directors determine—

- a) for their services to the company as directors, and
- b) for any other service which they undertake for the company.

(3) Subject to the articles, a director's remuneration may—

- a) take any form, and
- b) 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.
- c) subject to compliance with any rules or protocols laid down by the Board, directors may be paid all traveling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Board, any committee established by the Board, general meetings of the Company, or otherwise incurred in connection with attending to the business of the Company.

(4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.

(5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

22. Directors' expenses

(1) The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

- a) meetings of directors or committees of directors,
- b) general meetings, or
- c) separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

23. The Board of Directors

(1) The Company shall have a minimum of five and a maximum of ten directors. Within this range, the Board may from time to time by ordinary resolution increase or reduce the number of directors and may determine in what rotation the increased or reduced number is to go out of office.

(2) With the exception of external directors appointed pursuant to article 25(7), directors shall be members of the Company.

(3) With the exception of external directors appointed pursuant to paragraph (7), and any appointment made to fill a casual vacancy pursuant to paragraph (8), vacancies for the position of director shall be filled by election at the annual general meeting of the Company.

(4) There shall be a minimum of five elected directors [including any director appointed to fill a casual vacancy pursuant to paragraph (8)].

(5) Elections shall be conducted in accordance with procedures adopted by the Board from time to time.

(6) No person shall be eligible for election as a director at a general meeting, unless not less than 48 days before the day appointed for the meeting there shall have been left at the Registered Office –

a) a notice in writing signed by a full member of the Company entitled to attend and vote at the meeting, of such member's intention to propose the person concerned for such election; and

b) notice in writing signed by the person concerned of his or her willingness to be elected.

(7) So long as the maximum number of directors permitted by paragraph (1) is not exceeded, the Board shall be at liberty to co-opt up to two directors for specific periods who shall be persons who, in the opinion of the Board, will help to provide balanced representation of the interests the Company seeks to reflect, or who are identified as persons who will add to the vision and performance of the Board. A person co-opted pursuant to this article need not be a member of the Company and shall be known as an "external director".

(8) The Board shall have the power at any time and from time to time, to co-opt a member to be a director to fill a casual vacancy in the number of elected directors. Any director so appointed shall hold office only until the next annual general meeting and shall be eligible for election thereat.

(9) No person may be a director of the Company unless he or she has attained the age of 18 years.

(10) Any purported appointment of a director without that person's consent shall be void.

(11) At a general meeting of the Company, a motion for the unopposed appointment of two or more persons as directors of the Company by a single resolution shall not be made, unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it.

24. Chairperson

(1) The Board shall appoint a Chairperson of the Board. The Chairperson shall not, while he or she continues to hold such position, be subject to retirement in accordance with article 25. He or she shall however be subject to the same provisions as to removal and vacation of office as other directors.

25. Rotation of Directors

(1) At each annual general meeting of the Company, one elected director shall retire from office. The person to retire shall be the one who have been longest in office; as between

directors who were appointed on the same day, the director to retire shall be determined by lot.

(2) A retiring elected director shall be eligible for re-election.

(3) At each Annual General Meeting, an external director who has been in office for a period of two years since his or her appointment or re-appointment shall retire from office.

(4) An external director may be re-appointed by the Board on the expiry of the term for which he or she was appointed.

26. Secretary

(1) The Company shall have a Secretary, who may be one of the directors.

(2) The Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any Secretary so appointed may be removed by it.

(3) Without derogating from the applicable statutory and other legal duties, the duties of the Secretary shall be those delegated to the Secretary from time to time by the Board.

(4) The directors shall ensure that the Secretary has the skills or resources necessary to discharge the statutory and other duties associated with the position, including to maintain (or to procure the maintenance of) the Company records (other than accounting records) required to be kept in relation to the Company.

(5) A provision of the Companies Act or these articles requiring or authorising a thing to be done by or to a director and the Secretary shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of the Secretary.

27. Register of Directors and Secretaries

(1) The Company shall keep a register of its directors and secretaries, and shall enter in the register the information specified in Section 162 of the Companies Act.

D. POWERS AND DUTIES OF DIRECTORS, THE BOARD AND COMMITTEES

28. Powers and duties of Directors

(1) The conduct of the business of the Company shall be governed by the Board, which may exercise all such powers of the Company as are not by the Companies Act or by these articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Companies Act and of these articles and to such directions, being not inconsistent with the aforesaid provisions as may, by special resolution, be given by the Company in general meeting but no direction given by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that direction had not been given.

(2) Without prejudice to the generality of the previous article, by way of delegation of powers by the members, the Board shall have the authority to decide the following matters:

- a) The risk management policy of the Company;
- b) The approval of any acquisition, sale or hypothecation of immovable property by the Company;
- c) The approval of mergers and alliances, the setting up of subsidiaries and the acquisition of other entities or of shares or other rights in other entities;
- d) The approval of taking out loans, granting loans or providing security for loans.

(3) Supervisory Body: For the purpose of performing the "supervisory function" as described in regulation 8(1) of the CRM Regulations, the Board will appoint three members of the Company to form a committee (the "supervisory body") which will undertake the task of monitoring that:-

- (a) there is a fair and balanced representation of the different categories of members of the collective management organisation in the body exercising the supervisory function;
- (b) each person exercising the supervisory function makes an annual individual statement to the general assembly of members on conflicts of interest, containing the information referred in paragraph (3) of regulation 9 (management) of the CRM Regulations;

(4) The Supervisory Body, which exercises the supervisory function meets regularly and has at least the following powers—

- (i) to exercise the powers delegated to it by the general assembly of members, including the delegation of functions referred to in paragraph (2) of regulation 7 (general assembly of members) of the CRM Regulations; and
- (ii) to monitor the activities and the performance of the duties of persons referred to in regulation 9, including the implementation of the decisions of the general

assembly of members and, in particular, of the general policies referred to in paragraph (1)(d)(i) to (iv) of regulation 7 (general assembly of members) of the CRM Regulations;

(5) The members of the supervisory body report on the exercise of the body's powers to the board of directors in every meeting and to the general assembly of members at least once a year, as required by regulation 8(1) of the CRM Regulations.

(6) The Board, together with the Supervisory Body, shall continuously monitor the activities and the performance of the duties of the person(s) who manage the business of the Company, thereby performing the "supervisory function" in relation to management as required by regulation 9(1) of the CRM Regulations and addressing the responsibility in regulation 8(1) of the CRM Regulations to ensure that the person(s) responsible for managing the business of the Company do so in a sound, prudent and appropriate manner, using sound administrative and accounting procedures and internal control mechanisms.

(7) All monies received by the Company in respect of the exercise of the rights, licence and authority granted by the members and by Affiliated Societies shall, subject to deduction of the expenses of the Company, be distributed or otherwise dealt with by the Board in accordance with the Rules of Administration and in compliance with the provisions of Chapters 2 and 3 of the CRM Regulations.

(8) Subject to the provisions of the CRM Regulations, the Board may make such provision as it thinks fit, out of the receipts of the Company, for the payment of such gratuities, pensions and emoluments to any person at any time in the employment of the Company and the families and dependants of such persons, provided that the value of such provision shall not in any one accounting year exceed a sum equivalent to one percent of the total amount allocated to members and Affiliated Societies during the preceding accounting year, as shown in the financial statements of the Company for that year.

(9) Subject to the provisions of the CRM Regulations, the Board may set aside out of the receipts of the Company such sum as it thinks proper as a reserve fund to meet contingencies or for future distribution, or for repairing, improving and maintaining any of the property or premises of the Company, and for such other purposes as the Board shall, in its discretion, think fit and may invest the several sums so set aside in such investments as it may think fit, and from time to time deal with or vary such investments; dispose of all or any part thereof for the benefit of the Company, and employ the reserve fund for the general purposes of the Company.

(10) The Board may exercise all the powers of the company to borrow money and to mortgage or charge its undertaking and property or any part thereof.

(11) All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Board shall from time to time by resolution determine.

29. Delegation of powers by the Board

(1) The Board may delegate any of its powers to such person or persons as it shall think fit, including committees. The composition of committees shall be determined by the Board and may include members who are not directors. A committee member who is not a director shall, as a condition of membership of the committee, agree to be bound by the provisions of this Constitution. Committees shall, in the exercise of their powers, conform to any regulations that may be imposed on them by the Board.

(2) The Board may from time to time and at any time by power of attorney appoint any Company, firm or person or body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers authorities and discretions (not exceeding those vested in or exercisable by the directors under these articles), in such terms, for such period and subject to such conditions as they may think fit.

(3) The Board may from time to time appoint a person to act as the Chief Executive Officer of the Company for such period and on such terms as to remuneration or otherwise as the Board thinks fit and, subject to the terms of any agreement entered into with such person, may revoke such appointment.

(4) The Chief Executive Officer and/or such other person or persons with management responsibility as may be designated by the Board from time to time shall comprise the "persons who manage its business" of the Company for the purposes of regulation 9 of the CRM Regulations.

30. Proceeding of Directors and Committees

(1) The directors shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

(2) Matters referred to a vote shall be decided by simple majority. When there is an equality of votes, the chairperson of the meeting shall have a second or casting vote.

(3) The quorum necessary for the transaction of the business of the Board may be fixed by the Board from time to time and unless so fixed shall be four.

(4) The Chairperson of the Board may, and the Secretary on the requisition of any two directors shall, at any time summon a meeting of the Board.

(5) The Chairperson of the Board shall preside at all meetings of the Board. If he or she has notified his or her inability to attend the meeting or is not present within 10 minutes after the time appointed for holding the same, the directors present shall choose one of their number to be chairperson of the meeting.

(6) The Board may act notwithstanding any vacancy in its number but, if and so long as its number is reduced below the number fixed by or pursuant to these articles as the necessary quorum of directors, the continuing director or directors may act for the purpose of increasing the number of directors to that number of or summoning a general meeting of the Company, but for no other purpose.

(7) A committee may elect a chairperson of its meetings; if no such person is elected, or if the chairperson has notified his or her inability to attend the meeting is not present within 10 minutes after the time appointed for holding it, the members of the committee may choose one of their number to be chairperson of the meeting.

(8) Subject to these articles and to any directions given by the Board, a committee may meet, adjourn and regulate its meetings as it thinks proper; the quorum necessary for the transaction of its business may be fixed by the committee from time to time and unless so fixed shall be the figure representing at least one half of the number of members of the committee.

(9) Questions arising at any committee meeting shall be determined by a majority of votes of members of the committee present, and where there is an equality of votes, the chairperson shall have a second or casting vote.

(10) All acts done by the Board or by a committee established by the Board or by any person acting as a director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

(11) A resolution in writing, signed by all the directors or members of a committee, as the case may be, for the time being entitled to receive notice of a meeting shall be as valid as if it had been passed at a meeting duly convened and held.

(12) Meetings of the Board and of committees established by the Board may be convened by electronic communication and may be held and joined by directors as a telephone conference or by way of internet or other electronic facility, provided that each director or committee member who declares himself or herself present at the meeting can speak to and be heard by all of the others. A communications technology failure shall not invalidate

decisions taken at the meeting, provided a quorum of directors remains in communication with each other throughout. Such a meeting shall be deemed to take place where the chairperson of the meeting then is unless he or she shall be outside the State, in which case the meeting shall be deemed to take place at the Registered Office. Decisions made at such meetings shall be authenticated in writing by the chairperson of the meeting within seven days thereof and circulated to every director or committee member, as the case may be.

31. Minutes of Board Meetings

(1) The Company shall cause minutes to be entered in books kept for that purpose of –

- a) all appointments of officers made by the directors;
- b) the names of the directors present at all meetings of its directors and of any committees;
- c) all resolutions and proceedings at all meetings of its directors and of committees.

(2) Such minutes shall be entered in the foregoing books as soon as may be after the appointment concerned is made, the meeting concerned has been held or the resolution concerned has been passed.

(3) Any such minute, if purporting to be signed by the chairperson of the meeting at which the proceedings were had, or by the chairperson of the next succeeding meeting, shall be evidence of the proceedings.

(4) Where minutes have been made in accordance with paragraphs (2) and (3) (inclusive) then, until the contrary is proved–

- a) the meeting shall be deemed to have been duly held and convened;
- b) all proceedings had at the meeting shall be deemed to have been duly had; and
- c) all appointments of officers made by its directors at the meeting shall be deemed to be valid.

32. Use of company property by Directors

(1) No director shall use Company property for his or her own use or benefit SAVE HOWEVER that de minimis use of Company property may be made by a director for the exclusive purpose of carrying out his or her duties as a director, when such use is sanctioned at a meeting of the Board.

33. Power of Director to act in a professional capacity for the company

(1) Any director may act by himself or herself, or his or her firm, in a professional capacity for the Company, and shall be entitled to remuneration for professional services rendered as if he or she were not a director.

34. Annual General Meeting of Associates

(1) Associates may gather once a year and participate in the Committee of Associates.

(2) The Committee of Associates is not directly a governing body of the Company, since associates are not shareholders or members of the Company.

(3) Notice of the meeting of the Committee of Associates is issued by the Board and must indicate—

i) its proposed date and time;

ii) where it is to take place; and

iii) if it is anticipated that associates 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.

(4) The notice of the meeting of the Committee of Associates must be posted on the Company web site at least 14 days before the date of the meeting.

(5) The Committee of Associates may choose one of their number to be chairperson of the meeting.

(6) The Committee of Associates has to follow the same Quorum, Rules and Notices as the rest of the Company Committees, in order for its decisions to be recognized by the Company.

(7) During the meeting of the Committee of Associates, company Directors, Auditors and Members can be present, without participating in the course of business.

(8) The Committee of Associates elects by majority vote one of the Company Members present at the Meeting as the Representative of Associates.

(9) The Representative of Associates participates in the General Meetings of the Company, as a member of the Company, voicing the opinion and protecting the rights of the Associates.

35. Board of Appeal

(1) The Board may establish rules constituting a board of appeal for investigation and determination of complaints by members or associates against the Company and by the Company against a member or associate. Such rules may provide for the payment of costs and expenses of appeal by a member or associate, which may be paid by withholding out of distributions to the member or associate, and payment to the member or associate by the Company of any distributions found owing to the member or associate, together with costs and expenses of the appeal.

PART 3 | SHARES AND DISTRIBUTIONS

A. SHARES

36. All shares to be fully paid up

(1) No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.

(2) This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

37. Powers to issue different classes of share

(1) Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

(2) The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

38. Company not bound by less than absolute interests

(1) Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

39. Share certificates

(1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

(2) Every certificate must specify—

- a) in respect of how many shares, of what class, it is issued;
- b) the nominal value of those shares;
- c) that the shares are fully paid; and
- d) any distinguishing numbers assigned to them.

(3) No certificate may be issued in respect of shares of more than one class.

(4) If more than one person holds a share, only one certificate may be issued in respect of it.

(5) Certificates must—

- a) have affixed to them the company's common seal, or
- b) be otherwise executed in accordance with the Companies Acts.

40. Replacement share certificates

(1) If a certificate issued in respect of a shareholder's shares is— (a) damaged or defaced, or (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

(2) A shareholder exercising the right to be issued with such a replacement certificate—

- a) may at the same time exercise the right to be issued with a single certificate or separate certificates;

b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and

c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

41. Share transfers

(1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

(2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

(3) The company may retain any instrument of transfer which is registered.

(4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

(5) The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

42. Transmission of shares and Exercise of transmittes' rights

(1) If title to a share passes to a transmittes, the company may only recognise the transmittes as having any title to that share.

(2) A transmittes who produces such evidence of entitlement to shares as the directors may properly require—

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

(3) Transmittes do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

(4) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.

(5) If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

(6) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

(7) All transmittees have to be right holders of copyright or rights related to copyright, otherwise the transfer is invalid.

43. Transmittes bound by prior notices

(1) If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

B. DIVIDENDS AND OTHER DISTRIBUTIONS

44. Procedure for declaring dividends

(1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

(2) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

(3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

(4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

(5) If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

(6) The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

(7) If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

45. Payment of dividends and other distributions

(1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—

(a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

(b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

(c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

(d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

(2) In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable—

(a) the holder of the share; or

(b) if the share has two or more joint holders, whichever of them is named first in the register of members; or

(c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

46. No interest on distributions

(1) The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by— (a) the terms on which the share was issued, or (b) the provisions of another agreement between the holder of that share and the company.

47. Unclaimed distributions

(1) All dividends or other sums which are— (a) payable in respect of shares, and (b) unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the company until claimed.

(2) The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.

(3) If—

(a) twelve years have passed from the date on which a dividend or other sum became due for payment, and

(b) the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

48. Non-cash distributions

(1) Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring noncash assets of equivalent value (including, without limitation, shares or other securities in any company).

(2) For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution—

a) fixing the value of any assets;

b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and (c) vesting any assets in trustees.

49. Waiver of distributions

(1) Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if—

- a) the share has more than one holder, or
- b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

C. CAPITALISATION OF PROFITS

50. Authority to capitalise and appropriation of capitalised sums

(1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution—

(a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and

(b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

(2) Capitalised sums must be applied—

- (a) on behalf of the persons entitled, and
- (b) in the same proportions as a dividend would have been distributed to them.

(3) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

(4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.

(5) Subject to the articles the directors may—

- (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;
- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
- (c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4 | DECISION-MAKING BY SHAREHOLDERS

A. ORGANISATION OF GENERAL MEETINGS

51. General Meetings of Members

(1) Only members of the Company, directors and officers thereof and the statutory auditors of the Company shall be entitled to attend general meetings of the Company.

(2) The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notice calling it and not more than one year shall elapse between the date of one annual general meeting of the Company and that of the next.

(3) The business of the annual general meeting shall incorporate the matters set out in the Companies Act, as well as the matters allocated to the general assembly of members set out in regulation 7 of the CRM Regulations, and shall include :

- (a) consideration of the Company's statutory financial statements and the report of the directors, together with the report of the statutory auditors on those statements and that report;
- (b) the review by the members of the Company's affairs and the general performance of the Board;

(c) the authorisation of the directors to approve the remuneration of the statutory auditors;

(d) subject to the provisions of these articles, the appointment and dismissal of directors;

(e) the appointment or re-appointment of statutory auditors;

(f) the remuneration and other benefits of the directors (if any), including pension awards and entitlements, rights to other awards and severance pay; (g) the following matters:

I. The general policy on the distribution of rights revenue due to rightholders;

II. The general policy on the use of non-distributable amounts;

III. The general investment policy with regard to rights revenue and to any income arising from the investment of rights revenue;

IV. The general policy on deductions from rights revenue and from any income arising from the investment of rights revenue;

V. The use of non-distributable amounts;

(h) consideration of the annual transparency report prepared in accordance with regulation 20 of the CRM Regulations;

(i) any other matters reserved to the members of the Company under the terms of this constitution or the Rules of Administration.

(4) All general meetings of the Company, other than annual general meetings, shall be known as "extraordinary general meetings". Every general meeting of the Company shall be a meeting of the general assembly of members, for the purposes of the CRM Regulations.

(5) The matters specified in the CRM Regulations as being matters to be determined by the general assembly of members, to the extent that they are not settled at the annual general meeting of the Company, may be decided in an extraordinary general meeting.

(6) The Board may, whenever it thinks fit, convene an extraordinary general meeting and extraordinary general meetings may also be convened as provided by Section 307 of the Companies Act. If at any time there are not sufficient directors capable of acting to form a quorum, any director or any member of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.

(7) General meetings of the Company shall be held at such time and at such place in the State as the Board shall appoint.

(8) A meeting, other than an adjourned meeting shall be called, in the case of an annual general meeting or an extraordinary general meeting for the passing of a special resolution, by not less than 21 days' notice, and in the case of any other extraordinary general meeting, by not less than 7 days' notice. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given. It shall be given in the manner specified in these articles to such persons as are under these articles entitled to receive such notices from the Company.

(9) The notice of a general meeting shall specify –

- a) the place, the date and the time of the meeting;
- b) the general nature of the business to be transacted at the meeting;
- c) in the case of a proposed special resolution, the text or substance of the resolution with reasonable prominence, a statement that a member may appoint a proxy (who need not be a member) and the time by which the proxy form must be received at the Registered Office.

(10) The statutory auditors of the Company shall be entitled to:

- a) attend any general meeting of the Company;
- b) receive all notices of, and other communications relating to any general meeting which any member of the Company is entitled to receive;
- c) be heard at any general meeting which they attend, on any part of the business of the meeting which concerns them as statutory auditors

(11) A meeting of the Company, notwithstanding that it is called by shorter notice than that specified at paragraph (8) herein, shall be deemed to have been duly called if it is so agreed by all of the members entitled to attend and vote at the meeting, and the statutory auditors of the Company.

(12) General Meetings may be convened by electronic communication and may be held and joined by members as a telephone conference or by way of internet or other electronic facility, provided that each member who declares himself or herself present at the meeting can speak to and be heard by all of the others. A communications technology failure shall not invalidate decisions taken at the meeting, provided a quorum of directors remains in communication with each other throughout. Such a meeting shall be deemed to take place where the chairperson of the meeting then is unless he or she shall be outside the United Kingdom, in which case the meeting shall be deemed to take place at the Registered Office.

Decisions made at such meetings shall be authenticated in writing by the chairperson of the meeting within seven days thereof and circulated to every member, as the case may be.

52. Attendance and speaking at general meetings

(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.

(2) A person is able to exercise the right to vote at a general meeting when— (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and (b) 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.

(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.

(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.

(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.

53. Quorum for general meetings

(1) 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.

54. Chairing general meetings

(1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

(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—

(a) the directors present, or

(b) (if no directors are present), the meeting, must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

(3) The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

55. Attendance and speaking by directors and non-shareholders

(1) Directors may attend and speak at general meetings, whether or not they are shareholders.

(2) The chairman of the meeting may permit other persons who are not— (a) shareholders of the company, or (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

56. Adjournment

(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.

(2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—

(a) the meeting consents to an adjournment, or

(b) 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.

(3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

(4) When adjourning a general meeting, the chairman of the meeting must— (a) 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 (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

(5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—

(a) to the same persons to whom notice of the company's general meetings is required to be given, and

(b) containing the same information which such notice is required to contain.

(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.

B. VOTING AT GENERAL MEETINGS

57. Voting: general

(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.

58. Errors and disputes

(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.

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

59. Voting at General Meetings

(1) Only members of the Company shall be entitled to vote at a general meeting of the Company.

(2) Where a matter is being decided (whether on a show of hands or on a poll) every member present in person or by proxy shall have one vote.

(3) A vote shall take place on a show of hands, unless a poll is demanded before or on the declaration of the result of a show of hands.

(4) A demand for a poll may be made by –

- a) the chairperson of the meeting; or
- b) the directors; or
- c) at least three members present in person or by proxy; or
- d) any members present in person representing not less than 10% of the voting rights of members entitled to vote at the meeting.

(5) Unless a poll is demanded, a declaration by the chairperson that a resolution has on a show of hands been carried, or lost, 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 such resolution.

(6) If a poll is demanded it shall be taken in such manner as the chairperson directs and the result of the poll shall be deemed to be the resolution, in relation to the matter concerned, of the meeting at which the poll was demanded.

(7) Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting shall be entitled to a second or casting vote.

(8) No member shall be entitled to vote at a meeting of members of the Company if there are monies due and outstanding by such member to the Company.

(9) No objection shall be raised to the qualification to vote of any voter except at the meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.

(10) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy provided that no intimation in writing of such death or revocation as aforesaid shall have been received by the Company at the Registered Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

(11) A member in respect of whom a General Power of Attorney has been enrolled in the Office of the Public Guardian or a Lasting Power of Attorney registered in the Office of the Public Guardian may vote by his or her attorney(s) duly appointed, whether in person or by proxy granted by such attorney(s).

60. Proxies

(1) Any member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint any other person (who may or may not be a member of the Company) as his or her proxy to attend the meeting and vote instead of him or her, provided that the appointment does not result in a conflict of interest. A proxy so appointed shall have the same right as the member to speak at the meeting and to vote on a show of hands and on a poll.

61. Content of proxy notices

(1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—

- (a) states the name and address of the shareholder appointing the proxy;
- (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

(2) The instrument of proxy signed by the member appointing the proxy, shall be deposited at the Registered Office no later than 24 hours before the time fixed for the meeting or presented to the Secretary or the chairperson of the meeting no later than the time fixed for commencement of the meeting or adjourned meeting for which the proxy is granted and shall not otherwise be valid.

(3) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:

"RADIOPRO LTD ("the Company")

[Name of member] ("the Member") of [address of member] being a member of the Company, hereby appoint/s [name and address of proxy] or failing him or her [name and address of alternative proxy] as the proxy of the Member to attend, speak and vote for the Member on behalf of the Member at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the [date of meeting] and any adjournment thereof.

This proxy shall only be valid for the specified meeting and any adjournment of that meeting.

The proxy is to vote as follows:

*Voting instructions for proxy
(choice to be marked with an "x")*

<i>Resolution No</i>	<i>in favour</i>	<i>abstain</i>	<i>against</i>
1.			
2.			
3.			

Unless otherwise instructed the proxy will vote as he or she thinks fit.

Dated / Signature of Member"

(4) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

(5) Unless a proxy notice indicates otherwise, it must be treated as—

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

62. Delivery of proxy notices

(1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

(2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

(3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

(4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

63. Amendments to resolutions

(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

(a) 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

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

(2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

(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.

64. Minutes of General Meetings

(1) The Company shall, as soon as may be after the holding of a meeting, cause minutes of the proceedings of general meetings and the terms of all resolutions to be entered in books kept for the purpose. All such books shall be kept in the same place.

(2) Any minute referred to the previous paragraph if purporting to be signed by the chairperson of the meeting at which the proceedings were had, or the chairperson of the next succeeding meeting, shall be evidence of what occurred at the meeting.

65. Alteration of the Constitution

(1) Subject to the provisions of the Companies Act and the provisions of this constitution, the Company may by special resolution in general meeting alter either or both its

memorandum and articles of association. Any alteration or addition so made shall be as valid as if originally contained therein.

PART 5

A. ADMINISTRATIVE ARRANGEMENTS

66. Means of communication to be used

(1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

(2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

(3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

67. Company seals

(1) Any common seal may only be used by the authority of the directors.

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

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

(4) For the purposes of this article, an authorised person is—

- a) any director of the company;

b) the company secretary (if any); or

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

68. No right to inspect accounts and other records

(1) 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 shareholder.

69. Provision for employees on cessation of business

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

70. Notices

(1) A notice convening a general meeting shall be delivered by the Company to every person entitled to attend the same by e-mail to the e-mail address provided to the Company by the intended recipient and appearing in the Register of Members, unless the recipient shall have specifically requested that notices be delivered by post.

(2) A notice of any other description, including a notice convening a Board meeting may be delivered by hand/courier, by ordinary pre-paid post by fax or by e-mail.

(3) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been received at the expiration of 24 hours after the letter containing the same is posted. Where a notice is served by fax or e-mail, the service shall be deemed to have been effected at the expiration of 24 hours after the fax or e-mail has been sent, unless there is a notified failure or error in delivery in that period.

(4) The accidental omission to give notice of any meeting convened pursuant to these articles, or the non-receipt of such notice by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

(5) Notice of every general meeting shall be given in the manner hereinbefore authorised to: every full member, every director and the statutory auditor for the time being of the Company.

71. Rules of Administration

(1) The Company shall adopt and maintain Rules of Administration which shall identify the rights administered by the Company and provide for the manner in which they shall be administered.

(2) The Rules of Administration shall address the matters specified in Part 2 (inclusive) of the CRM Regulations.

(3) Subject to the provisions of the CRM Regulations and the provisions of this constitution, the Company may, by ordinary resolution in general meeting, alter the Rules of Administration.

72. Transparency report

(1) The Company shall produce a transparency report, including the special report referred to in paragraph (6), for each financial year no later than eight months following the end of the financial year. The transparency report shall be in the form prescribed by regulation 21 of the CRM Regulations and shall be published in the manner specified therein.

(2) The Company shall—

- a) publish on its website the annual transparency report; and
- b) ensure that the annual transparency report remains available on its website for at least 5 years.

(3) The annual transparency report referred to in paragraph (1) must—

- a) contain at least the information specified in paragraph (4);
- b) be audited by a person who is eligible for appointment as a statutory auditor under Part 42 of the Companies Act 2006(3) in respect of the accounting information referred to in paragraph (4)(a), (g), (h), (i), (j) and (k) included in the report; and
- c) reproduce in full the audit report including any qualifications to that report.

(4) The information specified in this paragraph is—

a) financial statements comprising a balance sheet or a statement of assets and liabilities, an income and expenditure account for the financial year and a cash flow statement;

b) a report on the activities in the financial year;

c) information on refusals to grant a licence in accordance with paragraph (5)(b)(ii) of regulation 15 (licensing);

d) a description of the legal and governance structure of the collective management organisation;

e) information on entities directly or indirectly owned or controlled, wholly or in part, by the collective management organisation;

f) information on the total amount of remuneration paid to the persons referred to in paragraph (2)(b) of regulation 8 (supervisory function) and regulation 9 (management) in the previous year and on other benefits granted to them;

g) a special report on the use of any amounts deducted for the purpose of social, cultural and educational services referred to in paragraph (5);

h) financial information on rights revenue for each category of rights managed and for each type of use (for example broadcasting, online and public performance), including information on—

I) the income arising from the investment of rights revenue; and

II) use of such income (whether it is distributed to right holders or other collective management organisations or otherwise used);

(i) financial information on the cost of rights management and other services provided by the collective management organisation to right holders with a comprehensive description of at least the following—

I) all operating and financial costs, with a breakdown for each category of rights managed and, where costs are indirect and cannot be attributed to one or more categories of rights, an explanation of the method used to allocate such indirect costs;

II) operating and financial costs with a breakdown for each category of rights managed and, where costs are indirect and cannot be attributed to one or more categories of rights, an explanation of the method used to allocate such indirect costs, only with regard to the management of rights, including management fees deducted from or offset against—

aa) rights revenue, or

bb) income arising from the investment of rights revenue in accordance with paragraph (c) of regulation 10 (collection and use of rights revenue) and paragraphs (1) to (3) of regulation 11 (deductions);

III) operating and financial costs with regard to services other than the management of rights but including social, cultural and educational services;

IV) resources used to cover costs;

V) deductions made from rights revenue with a breakdown for each category of rights managed and for each type of use and the purpose of the deduction (such as costs relating to the management of rights or to social, cultural or educational services);

VI) the percentages that the cost of the rights management and other services provided by the collective management organisation to right holders represents compared to the rights revenue in the relevant financial year for each category of rights managed; and

VII) where the costs in sub-paragraph (vi) are indirect and cannot be attributed to one or more categories of rights, an explanation of the method used to allocate such indirect costs;

j) financial information on amounts due to right holders with a comprehensive description of at least the following—

I) the total amount attributed to right holders with a breakdown for each category of rights managed and type of use;

II) the total amount paid to right holders, with a breakdown for each category of rights managed and type of use;

III) the frequency of payments with a breakdown for each category of rights managed and type of use;

IV) the total amount collected but not yet attributed to right holders with a breakdown for each category of rights managed and type of use and indicating the financial year in which those amounts were collected;

V) the total amount attributed to, but not yet distributed to, right holders with a breakdown for each category of rights managed and type of use and indicating the financial year in which those amounts were collected;

VI) where a collective management organisation has not carried out the distribution and payments within the period provided for in paragraph (2) in regulation 12 (distribution), the reason for the delay; and

VII) the total non-distributable amounts along with an explanation of the use to which those amounts have been put;

k) information on relationships with other collective management organisations, with a description of at least the following—

I) amounts received from and paid to other collective management organisations with a breakdown for each category of rights, for each type of use and for each organisation;

II) management fees and other deductions from the rights revenue due to other collective management organisations with a breakdown for each category of rights, for each type of use and for each organisation;

III) management fees and other deductions from the amounts paid by other collective management organisations with a breakdown for each category of rights and for each organisation; and

IV) amounts distributed directly to right holders originating from other collective management organisations with a breakdown for each category of rights and for each organisation.

(5) The information specified in this paragraph is—

a) the amounts deducted for the purposes of social, cultural and educational services in the financial year, with a breakdown for each type of purpose and, for each type of purpose, with a breakdown for each category of rights managed and for each type of use; and

b) an explanation of the use of those amounts with a breakdown for each type of purpose including costs of managing amounts deducted to fund social, cultural and educational services and of the separate amounts used for social, cultural and educational services.

(6) The special report referred to in paragraph (1)(a) must address the use of the amounts deducted for the purposes of social, cultural and educational services and must contain at least the information specified in paragraph (5).

73. Accounts

(1) The Company shall keep or cause to be kept adequate accounting records in accordance with Chapter 2 of Part 15 of the Companies Act.

(2) The accounting records shall be kept on a continuous basis and shall be sufficient to explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.

(3) The accounting records shall include:

- a) entries from day to day of all monies received and expended by the Company;
- b) a record of the assets and liabilities of the Company;
- c) a record of all transactions whereby goods are purchased and sold;
- d) a record of all transactions whereby services are provided or purchased by the Company.

(4) The Company's financial records shall be kept at the Registered Office or at such other place as the Board shall direct.

(5) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the financial statements and accounting records of the Company or any of them shall be open to inspection of its members, not being directors of the Company.

(6) The Board shall from time to time in accordance with the provisions of Part 15 of the Companies Act cause to be prepared and to be laid before the annual general meeting of the Company such financial statements and reports of the directors and statutory auditors as are required by those provisions to be laid before the annual general meeting.

74. Audit

(1) Statutory auditors shall be appointed by the Company and their duties regulated in accordance with Part 15 of the Companies Act.

(2) The Board shall arrange for the statutory financial statements of the Company for each financial year to be audited by the statutory auditors.

B. DIRECTORS' INDEMNITY AND INSURANCE

75. Indemnity

(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

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

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

(c) any other liability incurred by that director as an officer of the company or an associated company.

(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.

(3) In this article—

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

(b) a "relevant director" means any director or former director of the company or an associated company.

76. Insurance

(1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

(2) In this article—

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

b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

77. Winding up

(1) In the event of and upon the winding up of the Company, whether voluntary or otherwise, at any time, the assets of the Company (other than the rights in performances vested in or controlled by the Company pursuant to this constitution and any sums distributable in accordance with the Rules of Administration of the Company) after payment of the liabilities of the Company, shall, in so far as they are available for the purpose, be apportioned among the persons who are members of the Company at the date of such winding up, in the proportions in which such members received distributions from the Company in respect of the year ending on 31 December immediately prior to such winding up, and the rights (if any) vested in the Company by any member or controlled by the Company by virtue of membership shall revert to such member or the heirs, successors or assigns of such member.

SCHEDULE A | TERMS OF MEMBERSHIP AND ASSOCIATE STATUS

A. INTRODUCTION

1. RadioPro Ltd ("the Company") is a Company which is owned and controlled by Right Holders to represent their interests. RadioPro Ltd collects on behalf of its Members and Associates their share of music royalty revenue payable under the Collective Management of Copyright (EU Directive) Regulations 2016.
2. Principally, Members and Associates give the Company the right to collect on their behalf revenue due to them, when music works, on which they have copyrights and/or related rights, are either broadcast, included in a cable programme service or played in public.
3. All monies collected by the Company are, after administration costs, available to its Members and Associates.
4. Members and Associates appoint the Company as their Agent to collect revenue deriving from copyright and rights related to copyright in the music sector, as defined in the Definitions section below. In the first five (5) years of its operation as a Collective Management Organisation, the Company collects revenue from public performance, cable transmissions and broadcasts of commercially released music works. At a later stage it may be appropriate for the Company to collect other types of revenue, eg. blank tape levies, which apply in certain countries. The Mandate given by Members and Associates to the Company allows the Company to collect this additional income.
5. The Company will not only collect income that arises in the United Kingdom but also income collected in other countries, through affiliated societies which have signed reciprocal agreements with the Company or directly from end users in countries in which the Company offers multi territory licenses.
6. RadioPro Ltd accepts Members who become shareholders of the Company and Associates who do not participate in the Company. Associate Status is mainly available to right holders who do not wish to become members of the Company and to those who are signed up with Foreign Societies. The reason for this is that usually joining a foreign society involves giving that society exclusive rights to collect revenue on that right holder's behalf. An Associate will have the right to receive certain revenue arising within the United Kingdom. Associates do not have the right to vote, receive money from Abroad, or otherwise participate in the running of the Company.

7. The Liability of the Member is Limited. Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he/she is a Member, for payment of the debts and liabilities of the Company, such amount as may be required not exceeding 1 Euro.

B. DEFINITIONS

8. In this Schedule, the following words shall have the following meanings:-

- a) The “CRM Regulations” means The Collective Management of Copyright (EU Directive) Regulations 2016
- b) “Broadcast and Cable Programme Service” have the meanings ascribed to them in the CRM Regulations.
- c) “Board” means the Board of Directors of RadioPro Ltd.
- d) “Cable Transmission” means the inclusion in a Cable Programme Service.
- e) “IPO” is the UK Intellectual Property Office.
- f) “Member” means a Right Holder accepted as a Member pursuant to Clause D of this Schedule.
- g) “Foreign remuneration” means remuneration arising outside the Territory.
- h) “Foreign Society” means a Society mandated or authorised to collect remuneration in a country outside the Territory.
- i) “Joint Organisations” means an organisation that represents inter alia both Authors/Creators and at the same time Performers and Producers, as RadioPro Ltd does.
- j) “Right Holders” means in each country where remuneration arises, the persons entitled under the law of that country to receive such remuneration.
- k) “Right Holders’ Organisations” means an organisation that represents Right Holders.
- l) “Producer” means producer of sound recordings.
- m) “Producers Organisations” means an organisation representing Producers.
- n) “RadioPro” means RadioPro Ltd.

o) "Remuneration" means the income owed to Right Holders for their copyright and rights related to copyright, arising from the commercial use of music works and performances, in which they participate as authors / creators, producers, musicians and singers, and also:-

i) share of the statutory equitable remuneration paid on the Broadcast or public performance or Cable Transmission of a music work published for commercial purposes, and

ii) such other rights to remuneration as are available to Right Holders under the CRM Regulations and/or levies on copying devices or media or other measures intended to recompense inter alia performers in respect of the private copying of fixed performances, which are available in other territories, as RadioPro Ltd by special resolution in general meeting shall resolve to be collected by RadioPro Ltd.

p) "Territory" means the United Kingdom.

C. APPOINTMENT OF RADIOPRO LTD AS AGENT

9. Each Member hereby appoints the Company as its exclusive agent in the Territory to:-

a) collect his/her revenue / remuneration arising in the Territory,

b) enter into agreements with Collective Management Organisations (CMOs) and Independent Management Entities (IMEs) either within the Territory or in countries outside the Territory with a view to obtaining revenue and to negotiate and settle with Organisations how such monies may be owed and paid for copyright and rights related to copyright,

c) exercise his/her rights for the purposes of entering into agreements with Foreign Societies throughout the world in order to recover and collect income arising in the countries in which such organisations are established and/or the collection of income from such organisations in relation to the Broadcast, Cable Transmission or public performance of Members' music works and recorded performances and to liaise with other collecting societies.

d) make representations, claims and demands and to negotiate and settle the same as against organisations in countries outside the Territory whether Collective Management Organisations (CMOs) and Independent Management Entities (IMEs) in order to collect and recover foreign remuneration.

10. Each Associate hereby appoints RadioPro Ltd as its exclusive agent to collect on his/her behalf revenue / remuneration arising in the Territory.

11. Both Members and Associates hereby appoint RadioPro Ltd as their agent, in respect of income collected on their behalf, to:-

- a) give good receipts for and on behalf of the Member and/or Associate,
- b) establish and operate Licensing Schemes,
- c) make representations on behalf of, to appear before and litigate any matter regarding the rights and claims exercised pursuant to the Company's agreement with Members and/or Associates before the IPO and other courts and tribunals whether in the Territory or abroad.
- d) enter into blanket licensing agreements on such terms as it thinks fit.
- e) give indemnities guarantees and warranties in connection with arrangements entered into by RadioPro Ltd.
- f) make claims, pursue debts, recover monies and litigate actions and proceedings in relation to the copyright and rights related to copyright revenue.
- g) audit and verify compliance with the terms of any agreement or scheme entered into with any third party.
- h) compromise and settle any negotiations, claims, demands or proceedings, and
- i) vary, alter or amend agreements that are entered into.

D. MEMBERSHIP AND ASSOCIATE STATUS

12. A Member or an Associate shall be a Right Holder accepted as such by the Board of Directors of RadioPro Ltd in accordance with the guidelines and other matters laid down from time to time by the Board.

13. In the event that a Member at the date of application to become a Member of RadioPro Ltd is a Member of a Foreign Society or has mandated or granted agency rights in respect of any revenue / remuneration (whether arising abroad or in the United Kingdom) then he or she shall declare that fact to the Company.

14. In the event that a Member makes application to join or does join a Foreign Society during the currency of his or her Membership of RadioPro Ltd or mandates or appoints any such society or any third party to act on his behalf in relation to revenue whether arising

abroad or in the United Kingdom he/she shall forthwith notify that fact to the Company and shall supply such details and information regarding such Membership, its territorial extent, the rights granted and the extent of the agency accepted, as the Company shall require.

15. Where a Member is or becomes a Member of a Foreign Society and/or mandates or grants any rights to collect income to any organisation or person other than RadioPro Ltd the Member shall cease to be a Member and shall thenceforth be an Associate and shall not have the right to share in:-

- a) the remuneration, revenue or income collected by RadioPro Ltd from any Foreign Society throughout the world of which the Member is or becomes a Member or
- b) any monies collected on a blanket, anonymous or unattributable basis whether in the Territory or elsewhere.

E. RIGHTS OF RADIOPRO LTD

16. RadioPro Ltd has the right to consider, draft, publish and lay down from time to time, regulations and guidelines relating inter alia to the following: -

- a) Admission requirements for Membership and Associate Status.
- b) Thresholds for distribution of monies.
- c) The establishment of distribution scales and points systems for the distribution of income.
- d) Retention and/or distribution of unascertained monies.
- e) The setting up of trust funds and benevolent funds.
- f) Notifications in relation to relevant agreements by Members and Associates.
- g) Distribution of revenue.
- h) Division of monies.
- i) Legal proceedings.
- j) The extent of the revenue / remuneration collected by RadioPro.
- k) Ballots.
- l) Relationship with other collecting societies whether in the United Kingdom or abroad in relation to rights licensed or monies collected by Foreign Societies in cases

where the rights exercised are more extensive but relate to either the broadcast, public use or cable transmission of the live or recorded performances of the music works.

m) Death of a Member or an Associate and succession to his or her interests.

17. The Company shall be authorised to accept assignments of copyrights and rights related to copyright to the extent that these may exist in foreign territories and to licence the same to Foreign Societies as the Company thinks fit.

18. The Company may distribute, allocate and apply unattributed or unallocated sums in the general interest of the Right Holders.

19. The Board of Directors may call for proof of authorship or performance in a music work / sound recording and the Member's or Associate's contribution and/or participation in that.

20. The Company shall have the power to affiliate and/or grant any of the rights given to it hereunder to any other society.

21. The Company has the right to debit from the account of any Member or Associate any sums paid over to such Member or Associate where a claim is made against the Company in relation to monies distributed to that Member or Associate in respect of the same event giving rise to revenue / remuneration.

22. The Company shall have a First Charge in respect of its administration and other costs in accordance with the guidelines laid down under Clause 16 hereof over any revenue / remuneration collected.

F. COLLECTION AND DISTRIBUTION

23. The Board of Directors shall decide, from time to time, the collection periods and dates for distribution of monies collected and shall determine the minimum distribution amount that it shall distribute to each Member and Associate. Such details shall be notified from time to time by the Company to its Members and Associates.

24. The Company shall use its reasonable endeavours to identify and to attribute the monies that are received so far as is reasonably practicable and economic so to do. Where sums otherwise payable to a Member or an Associate fall below the minimum distribution level, such sums shall be held on account on such a basis and for such a period as the Board shall determine.

25. The Company shall be entitled to make such levies and deduct such commissions and fees as it may decide from time to time by a decision of the Board of Directors provided always that such decisions shall be communicated to the Member or Associate either directly or at the annual general meeting of RadioPro Ltd.

26. The Company has the right to deduct any charge, levy, subscription, debt or any other payment which is properly due to RadioPro Ltd under the terms of this Agreement or otherwise and any withholding tax, income tax or other charge which the Company is required by the Law to debit prior to making any payment to the Member or Associate.

27. The Company shall draw up accounts and furnish copies of the same to each Member and Associate together with such other financial and accounting information (including the expenditure and administration costs of RadioPro Ltd) as the Board of Directors shall determine as being reasonably practicable and economic in the circumstances.

G. V.A.T.

28. The Member or Associate undertakes to comply with all and any tax and V.A.T legislation that may be applicable in relation to the receipt by him or her of payments made under this Agreement and indemnifies RadioPro Ltd in respect of any liability in respect of the same.

H. LEGAL PROCEEDINGS

29. The Member or Associate hereby authorises RadioPro to instigate and take legal proceedings for the collection of monies arising from any rights to revenue / remuneration to the extent that these may be legally enforceable either in the United Kingdom or elsewhere and appoints RadioPro Ltd as his or her duly authorised attorney to act in all respects in this connection provided always that the Company shall be under no obligation to take such proceedings.

I. WARRANTIES AND UNDERTAKINGS OF THE MEMBER OR ASSOCIATE

30. The Member or Associate warrants as follows: -

He/She has full power authority and right to enter into this Agreement and to appoint RadioPro Ltd as his/her exclusive agent in the case of Members and exclusive agent in respect of the collection of revenue arising in the Territory, in the

case of Associates and to permit and authorise RadioPro Ltd to exercise the rights herein granted in accordance with this Agreement.

31. The Member or Associate undertakes with RadioPro Ltd as follows: -

- a) To give details to the Company of any purported waiver, assignment, release, commitment whether contractual or otherwise and whether or not enforceable whether by way of a recording agreement or other document of any right to the revenue collected by RadioPro Ltd.
- b) To inform RadioPro Ltd of any monies received in relation to the revenue / remuneration whether personally or through any manager, agent, record company, broadcaster, collecting society, management entity or other agent or person.
- c) Not to withdraw or deny the authority and agency appointment granted herein save:-
 - i) on prior notice to RadioPro Ltd; or
 - ii) in accordance with this agreement.
- d) To notify RadioPro Ltd of any change in the information given to them on making application to become a Member or an Associate.
- e) To deliver to RadioPro Ltd copies of such agreements, contracts and other documents as the Member or Associate may have entered into which may relate wholly or in part to revenue / remuneration arising either in the Territory or abroad.
- f) To deliver to RadioPro Ltd such information as it may require in relation to the creation of music works and sound recordings containing rights by the Member or Associate.
- g) To confirm the accuracy of any information contained in a distribution statement issued by RadioPro to the Member or Associate and to notify RadioPro Ltd of any inaccuracy and/or any monies credited or distributed to the Member or Associate.
- h) To abide by the Constitution of RadioPro Ltd, the rules and regulations laid down from time to time in respect of Membership and Associate Status of RadioPro and the arrangements for the collection, distribution and apportionment of revenue / remuneration.
- i) Not to institute any legal proceedings or make any claims in respect of revenue / remuneration save with the prior approval of the Board of Directors of RadioPro Ltd.

j) To execute such further licenses, authorities, contacts, powers and other documents as may be necessary for the Company to carry out its obligations hereunder of which may be desirable for the Company to exercise in pursuance of the objects stated in the Memorandum of Association.

J. DISPUTES PROCEDURE

32. The Company may and shall lay down rules and procedures for the settling of any grievance or dispute whether in relation to monies arising or distributed or any other matters relating to the Company in which the Member or Associate has a legitimate interest. The Company may lay down separate procedures in relation to internal and administrative matters and/or to the auditing and verification of accounts.

K. TERM

33. This Agreement shall take effect from the acceptance by RadioPro Ltd of the application for Membership of Members and Associate Status of Associates and shall continue until determined in accordance with Clause 34 or 35 below. On termination of the agreement the Member or Associate shall cease to be a Member or Associate of RadioPro Ltd.

34. Either the Company or the Member/Associate may terminate this Agreement upon 3 months written notification to the order.

35. Either party may terminate this Agreement in the case of any breach by one party which either is not capable of remedy or if capable of remedy, has not been remedied within 30 days of notification of the details of the breach from one to another.

L. MISCELLANEOUS

12.1 Notifications given by the Company to the Member or Associate may in the discretion of the Board of Directors be specific or general such as in any RadioPro Ltd newsletter or magazine from time to time.

12.2 The United Kingdom Law shall apply.

SCHEDULE B | THE RIGHTS OF RIGHT HOLDERS

(As set out under the Collective Rights Management Directive 2014/26/EU - "the Directive")

1. Right Holders shall have the right to authorise a collective management organisation of their choice to manage the rights, categories of rights or types of works and other subject-matter of their choice, for the territories of their choice, irrespective of the Member State of nationality, residence or establishment of either the collective management organisation or the Right Holder; and, unless the collective management organisation has objectively justified reasons to refuse management, it shall be obliged to manage such rights, categories of rights or types of works and other subject-matter, provided that their management falls within the scope of its activity.
2. Right Holders shall have the right to grant licences for non-commercial uses of any rights, categories of rights or types of works and other subject-matter that they may choose.
3. A Right Holder shall have the right to terminate an authorisation to manage rights, categories of rights or types of works and other subject-matter granted to the collective management organisation or to withdraw from the collective management organisation any of the rights, categories of rights or types of works and other subject-matter, as determined pursuant to paragraph (2), for the territories of their choice, on serving reasonable notice not exceeding six months but the collective management organisation may decide that such termination or withdrawal is to take effect only at the end of the financial year in which the notice is served.
4. If there are amounts due to a Right Holder for acts of exploitation which occurred before the termination of an authorisation or withdrawal of rights took effect, or under a licence granted before such termination or withdrawal took effect, the Right Holder shall retain his rights under Regulations 10, 11, 16, 18, 26 and 31 of the Directive.
5. The collective management organisation shall not restrict the exercise of rights provided for under paragraphs (4) and (5) of the Directive by requiring, as a condition for the exercise of those rights, that the management of rights or categories of rights or types of works and other subject-matter which are subject to the termination or withdrawal be entrusted to another collective management organisation.
6. In cases where a Right Holder authorises the collective management organisation to manage rights, the Right Holder shall give consent specifically for each right or category of rights or type of works and other subject-matter which the collective management organisation is authorised to manage and any such consent shall be evidenced in documentary form.

7. The collective management organisation shall inform Right Holders of their rights under this Regulation, as well as of any conditions attached to the right set out in paragraph (3) of the Directive, before obtaining their consent to its managing any right or category of rights or type of works and other subject-matter.

SCHEDULE C | DISTRIBUTION SCHEME

1. Calculation of Right Holders' Equitable Revenue

1.1. Royalties are distributed according to the following scheme:

- a) 50% goes to the authors/creators of the Work and
- b) 50% to the performers and producers (related rights). From the 50% part of the related rights:
 - I) 50% goes to the music producer / publisher (25% of the total fee),
 - II) 25% to the singers (12,5% of the total fee) and
 - III) 25% (12,5% of the total fee) to the performing musicians.

1.2. Each Right Holder on a Track shall be treated as making one contribution only per Track per category of contribution and shall be categorised as either a Featured Right Holder or a NonFeatured Right Holder.

1.3. Notwithstanding the definition of Non Featured and Featured Right Holders, Right Holders who make a claim to amend or add to data held on a Track will be categorised according to the evidence provided in accordance with the claims process set out in Schedule D2 hereto, or as may be varied from time to time. Those providing evidence that they contributed to a Track will be treated as Non-Featured Right Holders. The claims process shall be published and made available to Right Holders in a manner to be agreed from time to time. For the avoidance of doubt the provisions of this Clause shall not prevent the application of agreements referred to in Clauses 2.1, 3.4 and 3.5 below.

2. All Right Holders

2.1 Equitable music royalties distribution shall be allocated in such proportions as all the Right Holders agree in writing in the Format Supplied provided they are able to certify they were the total number of Right Holders on a Track. Reasonable efforts will be undertaken to inform Right Holders' whether by means of the Format Supplied or as otherwise agreed, of the proportions of Right Holders' Equitable Revenue / Remuneration that would apply pursuant to Clauses 3 or 4 below in default of any such agreement as referred to in the Clause.

2.2 In the event that Clause 2.1 above applies, allocations shall be made as agreed only if the agreement in the appropriate format is received before the deadlines which shall be published in advance.

2.3 In the absence of any agreement as provided for in Clause 2.1 above, the allocations shall be made as set out in Clauses 3, 4 and 7, or as may subsequently be agreed pursuant to Clauses 5 or 6 below.

3. Featured Right Holders

3.1 Seventy (70) per cent of the Right Holders' Allocation per category of contribution shall be allocated to Featured Right Holders on a per capita basis, subject to Clauses 3.2 and 3.3 below.

3.2 Where all Right Holders on a Track certify in the Format Supplied that they are the only contributing Right Holders and all such Right Holders are Featured Right Holders (including any Right Holders to be treated as a Featured Right Holder pursuant to Clause 3.3) one hundred (100) per cent of the Right Holders' Allocation per category of contribution shall be allocated to those Right Holders on a per capita basis.

3.3 Where all Featured Right Holders on a played Track agree in writing in the Format Supplied, a Non-Featured Right Holder shall be treated for the purposes of this Agreement as a Featured Right Holder and shall receive a share of Right Holders' Equitable Revenue pursuant to Clause 3 and not Clause 4 of this Schedule.

3.4 Right Holders' Equitable Revenue shall be allocated in accordance with the provisions of Clause 3.1 and 4.3 except when all the Featured Right Holders on a Track unanimously agree in writing in the Format Supplied to vary as between them the proportions of the Right Holders' Equitable Revenue payable to them.

3.5 In the event that Clause 3.4 above applies, allocations shall be made as agreed only in the appropriate completed declaration form is received before the deadlines which shall be published in advance.

3.6 In the event a declaration form or any written agreement referred to in Clauses 2.1, 3.3 or 3.4 above, is received after the deadlines referred to in Clause 2.2 or 3.5 above, the proportions of Right Holders' Equitable Revenue stipulated on the relevant declaration form or agreement (as the case may be) will be used to recalculate shares for all subsequent distributions and, if requested by the relevant Right Holders in the Format Supplied, all previous distributions of Right Holders' Equitable Revenue in respect of any Period of the last three (3) preceding Periods.

3.7 There shall be full Track level accounting of the amount allocated to each Featured Right Holder. Any new relevant information received in connection with performances on Tracks may lead to a recalculation of the amount of Right Holders' Equitable Revenue allocated to individual Featured Right Holders in respect of any previous distributions of Right Holders' Equitable Revenue made in respect of any Period of the last preceding three (3) Periods and all subsequent distributions.

3.8 Right Holders' Equitable Revenue shall be distributed to qualifying Featured Right Holders who have registered and who have made valid claims against Tracks or whose contribution have otherwise been proved.

3.9 Right Holders' Equitable Revenue which remains undistributed despite reasonable endeavours to pay Featured Right Holders who are eligible shall be held on account for the Retention Period to pay late claimants.

3.10 At the end of the Retention Period any unpaid Equitable Revenue set aside to Featured Right Holders shall be transferred into the Undistributed Right Holders Fund.

4. Non-Featured Right Holders

4.1 Thirty (30) per cent of the Right Holders' Allocation per category of contribution shall be allocated to Non-Featured Right Holders,

4.2 Each identified Non-Featured Right Holder shall be allocated a fixed percentage of the Non-Featured Right Holders' Allocation per category of contribution for each Track on which they have performed. This will be calculated by reference to the number of Non-Featured Right Holders treated as having performed on the Track. By way of example only: if ten (10) Non-Featured Right Holders are treated as having performed on a Track then the fixed percentage shall be three (3) per cent of the appropriate per category of contribution i.e.: the standard thirty (30) per cent available to Non-Featured Right Holders divided by the top of the range. The maximum allocation to a single Non-Featured Right Holder is seven point 5 per cent (7.5).

4.3 Following the above allocations Right Holders' Equitable Revenue shall be distributed to identified qualifying Non-Featured Right Holders who have registered and who have made valid claims against Tracks or whose contributions has otherwise been proved.

4.4 After distribution referred to in Clause 4.3 above and subject to Clause 4.5 below, the Non-Featured Right Holders' Allocation will be held for the Retention Period to pay qualifying Non-Featured Right Holders who have delayed in making a claim.

4.5 It is accepted that on older repertoire which, by way of example only, shall be considered as being Tracks recorded prior to 1980, this shall provide the primary means of distribution to Non-Featured Right Holders. With respect to more recent repertoire where more information is available on contributions to a Track, it is accepted that the track based distribution system referred to in Clause 4.3 above shall operate as the primary means of paying Non-Featured Right Holders.

4.6 The claims process required in relation to Clause 4.5 above requires the certification in the Format Supplied of participation in sessions year by year or by reference to main artist.

4.7 Payment as against claims set out in Clause 4.6 above shall be divided among all qualifying Non-Featured Right Holders who have fulfilled the requirements set out in Clause 4.6 above.

4.8 There shall be no retrospective Track level re-allocation for Non-Featured Right Holders provided that, for the avoidance of doubt, where there is an agreement notified under Clauses 2.1 or 3.3 above nothing in this Clause shall prevent a recalculation of shares as between the Featured Right Holders (including any Non-Featured Right Holder who is by virtue of such declaration or agreement to be treated as a Featured Right Holder) and provided further that this Clause shall not affect any allocations made pursuant to Clauses 4.5, 4.6 and 4.7 above.

4.9 Notwithstanding anything to the contrary in the Schedule, where any Non-Featured Right Holders on a recording are all members of an ensemble:

- and the ensemble has (or the Right Holders comprising the ensemble have) an amateur or volunteer status, or where, in good faith, it is anticipated that the amounts of Right Holders' Equitable Revenue payable over an aggregate of 3 Periods shall not exceed the minimum payment threshold referred to in Clause 7.1 below, then unless the ensemble (or the administrator(s) thereof) object, the aggregate of Right Holders' Equitable Revenue due to the Non-Featured Right Holders comprising that ensemble shall be distributed to the person or entity responsible for the administration of the ensemble as a single point of payment;
- In the event that a single point payment is made or arranged with any ensemble pursuant to this Clause, by any individual Right Holder(s) requires individual payment, such request will be acceded to (subject to the minimum payment threshold referred to in Clause 7.1 below) but this shall not automatically suspend the arrangements for single point payment for the other Right Holders, but each case shall be considered individually (if

necessary by the Mediation Committee) to assess the economic and administrative consequences thereof.

5. Line-Up Complete

The parties hereby confirm that they will enter into good faith discussions to resolve as soon as possible the feasibility of the whole of the Right Holders' Allocation per category of contribution to be allocated in the case of Tracks which are "line-up complete" where the contributing Right Holders on such Tracks comprise both Featured Right Holders and Non-Featured Right Holders and where Clauses 3.3 and 4.2 do not apply. Those discussions shall also consider the procedures and evidence by which such Tracks may be considered "line-up complete" (i.e. that all contributing Right Holders are identified by name only or have registered) and the extent to which the provisions of Clause 7 below relating to the distribution of the Undistributed Right Holders Fund shall apply.

6. Minimum Payment Level / Track Exchange

6.1 An individual qualifying Right Holder or persons or entities, referred to in Clause 4.11 above, will not be entitled to receive a distribution where the minimum payment falls below the sum of €20. If the amount of monies due to an individual Right Holder or such persons or entities referred to in Clause 4.11 above (and for the avoidance of doubt such monies shall in these circumstances include Interest due to be credited to the relevant Right Holder or Right Holders if distribution is to be made to a single person or entity under Clause 4.11 above) pursuant to this Scheme falls below this figure, the money will be held on account for the Right Holder or such persons or entities, referred to in Clause 4.11 above, until it reaches the relevant payment level.

6.2 Notwithstanding the allocations set out in Clauses 3.4 (and any other provisions as may be agreed pursuant to Clause 5) herein, where a reciprocal agreement is in force between RadioPro Ltd and an overseas collecting society which requires RadioPro Ltd to pay that society where all Right Holders on a Track are nationals or residents of the Country in question, irrespective of whether they are members of that society, then RadioPro Ltd shall make a lump sum payment to that other society of Right Holders' Equitable Revenue due to such Right Holders for the relevant Period and that society shall distribute it by agreement with RadioPro Ltd either in accordance with its own distribution scheme or with the distribution scheme described herein.

7. Undistributed Right Holders Fund

Monies held in the Undistributed Right Holders Fund at the end of the Retention Period shall be paid to all Full Members on Qualifying Tracks pro-rata to the total payment of Right Holders' Equitable Revenue.

8. Retention Period

The Retention Period to be set at Three Years.

9. Unidentifiable Data

Where it arises that monies cannot for whatever reason be assigned to Right Holders, it will be assigned to the Undistributed Right Holders Fund.

10. Interest on Deposit

All interest earned on deposit less D.I.R.T. (Deposit Interest Retention Tax) will be allocated to all Full members on the basis of their pro-rata earnings for that period.

11. Fees

The fee is calculated on the cost recovery principle and is deducted from the domestic earnings details of actual costs are displayed on statements issued directly to all Full Members.

12. Claims

a) Right Holders Share Agreements (RHSA): Forms are available from RadioPro Ltd for either all Right Holders or all the Featured Right Holders on a track to agree how they wish to share the money. Otherwise, the following standard rules will apply.

b) Treatment Rules: Right Holders who make a claim will be categorised according to the evidence provided. Those providing evidence that they contributed to a track will be treated as 'N' unless they are able to prove an 'F' contribution as set out below.

c) Non-Featured Right Holders:

“N” A Non-Featured Right Holder means a Right Holder who has been engaged for one or a number of fixed periods of time, customarily known in the industry as “sessions”, specifically to create one or more recorded backing performances which subsequently are included in the sound recording.

d) Featured Right Holders:

“F” The Featured Right Holder means members of the band/ensemble.

e) Inaccurate Line-ups: If a Right Holder believes that the line-up on recording is wrong, the Right Holder should write RadioPro Ltd and attach the relevant evidence. This will then be reviewed. Adjustments will be made if the claim is proven and not disputed or it will be referred to the disputes procedure.

Supporting Evidence	Suitable for 'N' Claims	Suitable for 'F' Claims
Payslips/Invoices	Yes	Yes
Certification from a timestamp authority for the creation of the work	Yes	Yes
Letter from Record Company confirming contribution category	Yes	Yes
Letter from a Contracted Artist or their Management confirming contribution category	Yes	Yes
Letter from Producer confirming contribution category	Yes	No
Record/Tape/CD Sleeve inlay naming the Right Holder in the main artist section or as a member of the band (which is not a Non-Featured Ensemble)	Yes	Yes
Record/Tape/CD Sleeve inlay naming the Right Holder as a contributor	Yes	Yes
Published discography/Internet discography	Yes	Yes

Reference Books/Trade Press	Yes	Yes
Royalty Share Agreement	Yes	Yes
Awards	Yes	Yes

f) Where it is indicated that the supporting evidence specified above may provide proof for more than one category of Right Holder claims, this does not mean or imply that such evidence will automatically provide proof of the category claimed. Any evidence submitted will be assessed as to what, if any, proof it provides of copyright ownership and the category of contribution in accordance with the definitions more particularly detailed above.

SCHEDULE D | COMPLAINTS PROCEDURE & DISPUTE RESOLUTION MECHANISM

A. Introduction

- 1.** RadioPro Ltd ("the Company") is a company limited by shares, registered in the UK, No. 10950436 on the Registrar of Companies for England and Wales. It is constituted on a for-profit basis and is owned and controlled by its Members and Right Holders.
- 2.** Since April 11, 2019, RadioPro Ltd is operating as a licensing body pursuant to part 1, regulation 2 of The Collective Management of Copyright (EU Directive) Regulations 2016, as amended in respect of intellectual property rights.
- 3.** RadioPro Ltd is a collective management organisation ("CMO") within the meaning of the European Directive 2014/26/EU ("the CRM Regulations").
- 4.** RadioPro Ltd collects revenue for Copyright Owners in respect of the exploitation of their rights in the United Kingdom and the European Union, and, through reciprocal agreements with Collective Management Organisations (CMOs) and Independent Management Entities (IMEs) in specific countries and multi territorial regions in the rest of the world.

B. Complaints Procedure

- 5.** The Company undertakes to deal with the following types of complaint:
 - a) A complaint by a Member of the Company about any decision, act or practice of the Company.
 - b) A complaint by a Right Holder, not a Member of RadioPro Ltd, about any decision, act or practice of RadioPro.
 - c) A complaint by a CMO, on whose behalf RadioPro Ltd manages rights under a representation agreement, about any decision, act or practice of RadioPro Ltd.
 - d) A complaint by a Member of the public about any decision, act or practice of the Company.
- 6.** The Company undertakes to seek to resolve any such complaint in an effective, timely and fair manner, in accordance with this procedure; its Constitution; Rules and Regulations;

Membership Agreements; Bilateral Agreements with other CMOs and IMEs and the terms of the CRM Regulations, as the same shall apply in the circumstances.

7. Complaints shall be made in writing, addressed to the Chief Executive Officer of RadioPro Ltd marked "Complaint" and sent by post or email to the Company at its postal or email address. Thereupon:

- a) The Company will acknowledge receipt of the complaint within five working days.
- b) The Company will investigate the complaint and endeavour to resolve the same to the satisfaction of the complainant within twenty working days of issuing the acknowledgment of complaint, informing the complainant within that period, by post or email, of the manner in which it is proposed to resolve the complaint. In the event that the proposed resolution of the complaint involves action that cannot be taken within the said period, the Company will propose the period of time within which the necessary action will take place.
- c) Where the response of the Company to a complaint involves, after investigation, a rejection of the complaint, the Company shall give reasons therefor.
- d) In the event that the complainant notifies the Company in writing, by post or email, within ten working days of the issue of the proposed resolution of the complaint (or of the date by which the Company proposes to take action to resolve the complaint, as the case may be) that he or she is not satisfied that the complaint has been adequately addressed and/or with the manner in which it is proposed to resolve the complaint and/or that the complaint has been rejected, then the complainant shall have the option of having the matter dealt with as a dispute, by means of the dispute resolution mechanism described below.

C. Dispute Resolution Mechanism

8. RadioPro Ltd undertakes to deal with the following types of dispute:

- a) A dispute declared by a person who has made a complaint against the Company, which the Company has failed to resolve in accordance with its complaints procedure ("Type 1 Dispute").
- b) A dispute between Members and/or Associates of RadioPro Ltd concerning the entitlement of the respective Right Holders to receive royalties for their works and performances ("Type 2 Dispute").

c) A dispute arising under a Bilateral Agreement with another CMO concerning the entitlement of a Member of that CMO to receive royalties for their works and performances ("Type 3 Dispute")

9. The Company undertakes to seek to facilitate the resolution of every dispute in an effective, timely and fair manner, in accordance with this procedure; its Constitution; its Rules and Regulations; Membership Agreements; Bilateral Agreements with other CMOs and IMEs and the terms of the CRM Regulations, as the same shall apply in the circumstances.

10. The Company shall put into effect the procedure outlined hereunder upon the happening of one of the following events:

a) The Company shall be informed of a Type 1 Dispute, by notice in writing in accordance with paragraph 2.3.3 herein that a person who made a complaint to the Company is not satisfied with the outcome of the complaints procedure and wishes to pursue the complaint further, as a dispute.

b) The Company shall be informed of a Type 2 Dispute, by notice in writing addressed to the Chief Executive Officer of RadioProLtd marked "Dispute" and sent by post or email to RadioPro Ltd at its postal or email address.

c) The Company shall be informed in writing or by email of a Type 3 Dispute, by a CMO with which RadioPro has a Bilateral Agreement.

11. Every notice of a dispute shall outline the nature of the dispute.

12. Upon receipt of notice of a dispute, the Company will acknowledge receipt of the same within seven working days.

13. In the event that the notice of dispute does not disclose a genuine dispute, the Company shall inform the party attempting to invoke the dispute resolution process accordingly, explaining the reason and inviting the party in question to provide more information to justify the notice, if this is appropriate.

14. In the event that the notice of dispute discloses a genuine dispute (or when sufficient information is obtained by the Company to identify a genuine dispute), the following steps shall be taken within twenty working days:

14.1 Type 1 Dispute

a) Phase 1: the Company shall appoint a Dispute Settlement Committee ("the Committee"), consisting of the following persons:

- A person nominated by the complainant, who may or may not be a Member of RadioPro Ltd;
- A person nominated by the Board of Directors of RadioPro, who shall be a Member of RadioPro Ltd, but not currently serving as a director of RadioPro Ltd;
- A person jointly nominated by agreement between the complainant and the Board of Directors of RadioPro Ltd, who may or may not be either a Right Holder or a Member of RadioPro Ltd, but who shall have some knowledge of music licensing.

b) Phase 2: The Committee shall, within ten working days of its appointment, invite the parties to a meeting, to receive their oral submissions. If it shall consider it necessary, the Committee shall ask for written submissions and/or other information necessary for it to assess the issues involved in the dispute. The same shall be furnished by the parties within a reasonable time limit specified by the Committee and shall otherwise be discounted.

c) Phase 3: No later than fifteen working days after the meeting, or, if applicable, the date fixed for the provision of written submissions and/or other information, the Committee shall propose to the parties, in writing, by letter or email, terms of settlement of the dispute.

d) Phase 4: Where the parties accept the proposed terms of settlement, an agreement reflecting the same shall be signed by them and the dispute shall be resolved in accordance with its terms. The Board of Directors of RadioPro Ltd shall be informed that the dispute has been settled.

e) Phase 5 (if applicable): Where one of the parties to the dispute does not accept the proposed terms of settlement, or fails to sign an agreement reflecting the same within the prescribed time, the matter shall be referred to the Board of Directors of RadioPro Ltd. In such event, the Board shall review the decision of the Committee and shall take such expert or other advice, as necessary, to arrive at a proposed solution that meets the requirements of paragraph 9 above. Within twenty working days of the matter being referred to it, it will draft a reasoned proposal for a resolution and furnish the same to the parties by registered post. If the parties do not notify the Board that they agree to the proposal within ten working days of receipt of the same, the Board will issue a finding on the matter and notify the parties thereof, which shall conclude the dispute resolution effort.

14.2. Type 2 Dispute

a) Phase 1: RadioPro Ltd shall appoint a Dispute Settlement Committee ("the Committee") consisting of the following persons:

- One person nominated by each party to the dispute (who shall be Members of RadioPro Ltd).
- One person nominated by the Board of Directors of RadioPro Ltd (who shall be a Member of RadioPro Ltd, but not a current or former director of RadioPro Ltd).

b) Phase 2: The Committee shall, within ten working days of its appointment, invite the parties to a meeting, to receive their oral submissions. If it shall consider it necessary, the Committee shall ask for written submissions and/or other information necessary for it to assess the issues involved in the dispute. The same shall be furnished by the parties within a reasonable time limit specified by the Committee and shall otherwise be discounted.

c) Phase 3: No later than fifteen working days after the meeting or, if applicable, the date fixed for the provision of written submissions and/or other information, the Committee shall propose to the parties, in writing, by letter or email, terms of settlement of the dispute.

d) Phase 4: Where the parties accept the proposed terms of settlement, an agreement reflecting the same shall be signed by them and the dispute shall be resolved in accordance with its terms. The Board of Directors of RadioPro Ltd shall be informed that the dispute has been settled.

e) Phase 5 (if applicable): Where one or more parties to the dispute does not accept the proposed terms of settlement, or fails to sign the agreement reflecting the same within the prescribed time, the matter shall be referred to the Board of Directors of RadioPro Ltd. In such event, the Board shall review the decision of the Committee. Within twenty working days of the matter being referred to it, it will draft a reasoned proposal for a resolution and furnish the same to the parties by registered post. If the parties do not notify the Board that they agree to the proposal within ten working days of receipt of the same, the Board will issue a finding on the matter and notify the parties thereof, which shall conclude the dispute resolution effort.

14.3. Type 3 Dispute. Type 3 disputes shall be dealt with in accordance with the terms of the Bilateral Agreement entered into between RadioPro Ltd and the other party to the dispute.

15. The parties to all complaints and disputes, and, where applicable, those nominated to represent them, shall be obliged to treat all information exchanged within the respective processes as confidential.

16. Nothing in either the Complaints Procedure or the Dispute Resolution Mechanism shall prevent any party to any complaint or dispute from seeking at any stage in the process any relief available at law, including by bringing proceedings in a court of law or by prosecuting a complaint to the Intellectual Property Office (IPO), inter alia concerning noncompliance with the CRM Regulations.

17. Right Holders rights under the The Collective Management of Copyright (EU Directive) Regulations 2016 shall not be affected by the processes described herein.

RadioPro Ltd

Collective Management Organisation (CMO)

Transparency | Automation | Fair Royalty Management