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INTERNATIONAL FERTILIZER ASSOCIATION LIMITED

Private Company Limited by Guarantee not having a Share Capital

ARTICLES OF ASSOCIATION

Revised at the General Meeting on May 24, 2023

TABLE OF CONTENTS

1	DEFINITIONS AND INTERPRETATION.....	4
2	NAME.....	6
	Acronym	6
	Changing the name.....	6
3	OBJECTS	6
	Powers	7
4	REGISTERED OFFICE.....	8
5	LIABILITY OF MEMBERS	8
	Limited by Guarantee.....	8
	Members reserve power	8
6	LANGUAGES	8
7	MEMBERSHIP CATEGORIES	9
	Category Guidelines and Criteria	9
	Ordinary Members	9
	Associate Members.....	9
	Affiliate Members	10
	Correspondent Members.....	10
	Entities without Legal Personality	10
8	RIGHTS OF MEMBERS	10
	Participation	10
	Votes at General Meetings.....	11
	Votes in Committees.....	11
	Access to Association Services.....	11
9	MEMBERSHIP APPLICATIONS.....	11
	Admission as a Member	11
	Representation of Members	11
10	MEMBERSHIP FEES.....	12
	Calculation of Membership Fees	12
	Membership Period	12
	Payment of Membership Fee.....	12
	Membership fees to cover estimated expenditure	12
11	TERMINATION OF MEMBERSHIP	13
	Retirement.....	13
	Unpaid Membership Fees	13
	Death	13
	Loss of Eligibility	13

Sanctions	13
Expulsion	14
12 GENERAL MEETINGS	14
Powers of the General Meeting	15
Attendance and Voting	15
General Meetings.....	15
Amendments to the Articles	16
13 PROCEEDINGS OF GENERAL MEETINGS	16
Notice.....	16
Quorum.....	16
Chair	16
Proxies	16
Voting process	16
Majority	17
Record of Minutes	17
Further Provisions on Hybrid General Meetings	17
14 BOARD OF DIRECTORS	17
Role.....	18
Eligibility	18
Calling a Board of Directors' Meeting.....	18
Participation in Board of Directors' Meeting.....	19
Quorum for Board of Directors' Meetings	19
Appointment.....	19
Powers	19
Board Directors may delegate.....	20
Term of Office	20
Voting	21
Minutes.....	21
No Remuneration	21
15 DIRECTORS' INTERESTS IN TRANSACTIONS.....	21
16 DIRECTORS' SITUATIONAL CONFLICTS OF INTEREST	21
17 CHAIR	23
Term of Office	24
18 VICE-CHAIR	24
Eligibility	24
Appointment.....	24
Role.....	24
Powers	24

	Term of Office	24
19	DIRECTOR GENERAL/CEO	24
	Role.....	25
	Powers	25
20	BYELAWS.....	25
	Nature.....	25
	Adoption	25
	Binding Effect.....	25
	Articles Prevail.....	25
21	CREATION OF BOARD COMMITTEES.....	26
22	EXECUTIVE BOARD	26
	Role.....	26
	Powers	26
	Eligibility	26
	Composition	26
	Term of Office	27
	Voting	27
23	FINANCE COMMITTEE.....	27
24	THEMATIC COMMITTEES.....	27
	Creation	27
	Eligibility	27
	Appointment.....	27
	Role.....	27
	Powers	28
	Voting	28
25	STRATEGIC ADVISORY TEAMS	28
26	RESOURCES	28
27	ACCOUNTS	29
	Accounting Records	29
	Right of Inspection	29
	Receipt of Accounts	29
28	AUDITORS.....	29
	Appointment.....	29
	Role and Powers.....	29
29	MEANS OF COMMUNICATION TO BE USED.....	29
30	WHEN INFORMATION SENT BY THE ASSOCIATION DEEMED TO HAVE BEEN RECEIVED	30
31	WINDING UP.....	31

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF

INTERNATIONAL FERTILIZER ASSOCIATION LIMITED

1 DEFINITIONS AND INTERPRETATION

1.1 In these Articles the following terms shall have the following meanings:

“**Annual General Meeting**”: has the meaning given to such term in Article 12.1.1.

“**Articles**”: these present Articles of Association.

“**Association**”: International Fertilizer Association Limited, a company limited by guarantee incorporated in England on 22nd March 1962, registered under company number 00718812.

“**Board of Directors**”: the Board of Directors of the Association appointed pursuant to Article 14.

“**Board Committee**”: any committee created by and whose members are elected or appointed by the Board of Directors, which for the avoidance of doubt shall include, but shall not be limited to, the Executive Board and the Finance Committee.

“**Board Director**”: means a director of the Association and includes any person occupying the position of director, by whatever name called (which shall include the Chair and Vice-Chair).

“**Byelaws**”: the Byelaws adopted by the Association pursuant to Article 20.

“**Chair**”: the Chair of the Association, who shall be appointed pursuant to Article 17.

“**Companies Act**”: the Companies Act 2006.

“**Director General**”: the person appointed as such in accordance with Article 19.

“**Document**”: includes, unless otherwise specified, any document sent or supplied in Electronic Form.

“**Due Date**”: has the meaning given to such term in Article 10.3.

“Electronic Form”: has the meaning given in section 1168 of the Companies Act.

“Electronic Means”: has the meaning given in section 1168 of the Companies Act.

“Executive Board”: the committee appointed by the Board of Directors appointed pursuant to Article 22.

“General Meeting”: any general meeting of Members, which may take place by way of either Physical General Meeting or Hybrid General Meeting.

“Hard Copy Form”: has the meaning given in section 1168 of the Companies Act.

“Hybrid General Meeting”: a General Meeting held at a physical location where simultaneous participation is enabled via electronic platform(s).

“IFA Ambassador”: the appointed senior executive (being a natural person) representing any Ordinary, Associate or Affiliate Member, from any country in accordance with these Articles and the Byelaws.

“Immediate Past Chair”: means the individual whom the current Chair replaced as Chair of the Association.

“Inactive Membership Status” means that a Member does not have access to any services provided by IFA, including but not limited to access to statistics, participation in IFA’s governance, in any IFA thematic committees and in IFA conferences. Membership will be reactivated once the reason for ceasing services is lifted.

“Member”: any member of the Association belonging to any of the categories of membership detailed in Article 7.1.

“Membership Fees”: the level of fees payable by, respectively, each category of Member (save for Affiliate Members), in respect of a given calendar year, calculated in accordance with Article 10 and the Byelaws, proposed by the Board of Directors and approved at the Strategic General Meeting immediately preceding the calendar year to which such fees relate.

“Ordinary Resolution”: has the meaning given in section 282 of the Companies Act.

“Physical General Meeting”: a General Meeting that is not a Hybrid General Meeting.

“Special Resolution”: has the meaning given in section 283 of the Companies Act.

“Secretariat”: the permanent management, financial and administrative staff of the Association based at its secretarial offices.

“**Strategic General Meeting**” has the meaning given to such term in Article 12.1.2.

“**Thematic Committees**”: the committees composed of certain Members created and functioning in accordance with Article 24.

- 1.2 The relevant model articles (within the meaning of section 20 of the Companies Act 2006) are excluded.
- 1.3 Unless the context otherwise requires, other words or expressions contained in the Articles bear the same meaning as in the Companies Act as in force on the date when the Articles become binding on the Association.
- 1.4 Except where the contrary is stated or the context otherwise requires, any reference in the Articles to a statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.
- 1.5 Words importing the singular number only include the plural and vice versa. Words importing the masculine gender include the feminine and neuter gender. References to persons include individuals, partnerships, entities or corporations.
- 1.6 All notices and other communications under or pursuant to these Articles may be sent via email (or other Electronic Means), post, fax or any other method approved by the Board of Directors. “**in Writing**” includes in paper, electronic or other human readable form.

2 NAME

- 2.1 The Association is called:

INTERNATIONAL FERTILIZER ASSOCIATION LIMITED

Acronym

- 2.2 The Association may also be known by the acronym “IFA”. In French it may be referred to as “Association Internationale des Fertilisants”.

Changing the name

- 2.3 The Board of Directors may from time to time resolve to change the name of the Association.

3 OBJECTS

- 3.1 The Association’s objects are unrestricted in accordance with section 31(1) of the Companies Act.
- 3.2 Without prejudice to Article 3.1, the objects of the Association, which may be pursued in the United Kingdom and anywhere else in the world, include (without limitation) to:

- 3.2.1 promote the international fertilizer industry through research, stewardship and communications initiatives;
- 3.2.2 foster international understanding and awareness of the industry and its contribution to meeting the growing demand for food and agricultural products around the world;
- 3.2.3 collect, present and publish information provided by members and from other sources concerning the production, distribution and use of fertilizers and their raw materials and all related subjects, particularly agriculture;
- 3.2.4 encourage, sponsor and/or conduct scientific research to improve the efficiency of fertilizers and fertilizer application and promote technical cooperation between members of the Association and/or with any other groups of producers of fertilizers or their raw materials;
- 3.2.5 provide a framework for collaboration within the fertilizer value chain on areas of common interest, platforms to discuss issues facing the sector and a structure for agreeing common positions and joint actions;
- 3.2.6 engage with the Members (or any individual Member or any subset of Members) on particular initiatives and projects consistent with the interests of all Members, provided that the status of any such initiative or project is subject to the ongoing supervision of the applicable Thematic Committee;
- 3.2.7 affiliate itself and/or cooperate with other associations and bodies having similar objects;
- 3.2.8 procure that the Association is registered and/or recognized in any part of the world; and
- 3.2.9 more generally, do all acts, carry out all operations and take part in all activities which are ancillary to or connected with any of the above objects.

Powers

- 3.3 Without prejudice to Article 3.1, the Association's powers include (but are not limited to) the power to do the following:
 - 3.3.1 purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and/or any other assets which the Association may think necessary or convenient for the realization of its goals;
 - 3.3.2 construct, maintain in a good state of repair and alter any buildings or constructions necessary or convenient for the requirements of the Association;
 - 3.3.3 borrow or raise money for the needs of the Association on such terms and on such security as may be considered appropriate;
 - 3.3.4 generally buy, sell, manage assets and take administrative actions as may be necessary to achieve its objectives; and
 - 3.3.5 create branches of the Association anywhere in the world.

- 3.4 The Association shall not at any time support financially or otherwise undertake or engage in any measure, of any kind, that would breach any rule, law, directive or regulation governing restraint of trade under the laws applicable to the Association, and in any jurisdiction outside England and Wales where the measures are to be taken.

4 REGISTERED OFFICE

- 4.1 The registered office is situated in England.
- 4.2 In France, where its secretarial offices are situated, the Association has been declared at the Paris Prefecture of Police as an international not-for-profit organization subject to the Law on Associations of July 1, 1901.

5 LIABILITY OF MEMBERS

- 5.1 The liability of the Members is limited.

Limited by Guarantee

- 5.2 Every Member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up while it is a Member, or within one year after it ceased to be a Member, for
- 5.2.1 the payment of the debts and liabilities of the Association contracted before it ceased to be a Member;
- 5.2.2 the costs, charges, and expenses of winding up; and
- 5.2.3 for the adjustment of the right of the contributories amongst themselves, such amount as may be required, not exceeding one guinea, i.e. £1.05 (one pound and five pence).

Members reserve power

- 5.3 The Members may, by Special Resolution, direct the Board of Directors to take, or refrain from taking, specified action. No such Special Resolution invalidates anything which the Board of Directors have done before the passing of the Special Resolution.

6 LANGUAGES

- 6.1 The official languages of the Association is English.
- 6.2 In the event of a difference of interpretation between the English and French versions of these Articles, the English version will prevail.

COMPOSITION OF THE ASSOCIATION

7 MEMBERSHIP CATEGORIES

- 7.1 The Members of the Association are divided into the following four membership categories:
- 7.1.1 Ordinary Members;
 - 7.1.2 Associate Members;
 - 7.1.3 Affiliate Members; and
 - 7.1.4 Correspondent Members.

Category Guidelines and Criteria

- 7.2 Subject to the principles defining the categories of membership set out below, the Board of Directors will develop guidelines, criteria, rules of interpretation and procedures to assist it in interpreting, in good faith and in a consistent manner, the eligibility requirements for membership of the Association. The decision of the Board of Directors in respect of any particular application for membership shall be final and binding.

Ordinary Members

- 7.3 Only the following may become Ordinary Members:
- 7.3.1 producers and manufacturers of fertilizers, fertilizer intermediates, their raw materials or intermediate products containing one or more of the major plant nutrients (nitrogen, phosphorus, potassium, and sulphur) and/or secondary and/or micro-nutrients; and
 - 7.3.2 distributors of fertilizers, fertilizer intermediates, their raw materials, or intermediate products, containing one or more of the major plant nutrients (nitrogen, phosphorus, potassium and sulphur) and/or secondary and/or micro-nutrients, which possess material dedicated fertilizer assets.

Associate Members

- 7.4 Only the following entities (or eventually groups or associations of such entities) may become Associate Members:
- 7.4.1 distributors, dealers, and other entities which transact business in fertilizers, fertilizer intermediates, their raw materials or intermediate products;
 - 7.4.2 suppliers of plant equipment, materials or services destined for the fertilizer industry (such as logistics providers, additive providers, consultants, conference organizers, publishers, engineering firms, financial institutions);
 - 7.4.3 producers of fertilizer raw materials or their intermediate products destined for the manufacture of non-fertilizer products;
 - 7.4.4 non-fertilizer industry organizations dealing with nutrients;
 - 7.4.5 manufacturers of organic materials and/or soil conditioners;

- 7.4.6 entities in the planning, development or construction phase of units for the production of fertilizers, their raw materials or intermediates, or for fertilizer raw materials or intermediate products destined for the manufacture of non-fertilizer products;
- 7.4.7 entities involved in biostimulants and agricultural biologicals;
- 7.4.8 entities involved in the recovery and recycling of plant nutrients;
- 7.4.9 entities involved in precision agriculture, including satellite farming, digital farming and site-specific crop management;
- 7.4.10 entities affiliated with the agri-food value chain, with an indirect interest in plant nutrition; and
- 7.4.11 entities outside the fertilizer industry planning for new opportunities.

Affiliate Members

- 7.5 Only the following may become Affiliate Members:
 - 7.5.1 international, regional and national not-for-profit associations of entities which are (or which are eligible to become) Ordinary or Associate Members; and
 - 7.5.2 not-for-profit governmental or inter-governmental organizations and private or public research institutes engaged in work recognized by the Board of Directors as beneficial to the objectives of the Association.

Correspondent Members

- 7.6 Only the following may become Correspondent Members: retired senior executives of any entity which was a member of the Association at the time of his/her retirement, provided that their application has been approved in advance by the Board of Directors.

Entities without Legal Personality

- 7.7 An entity which does not have its own legal personality under the laws applicable to it may not, as such, become a Member of the Association, but may designate in Writing an appropriate person (such as a senior official) to act on its behalf, apply for membership in his/her own name but in his/her capacity as the representative of the entity and, if admitted as a Member, to exercise the rights of membership in the interests of such entity. The entity may revoke the representative's appointment at any time (in which event the representative shall automatically cease to be a Member) and appoint another representative who, subject to the approval of the Board of Directors, will become a Member in his or her place.

8 RIGHTS OF MEMBERS

Participation

- 8.1 All Members have the right to attend and participate in all General Meetings and Thematic Committee meetings. The right of each Member in relation to all General Meetings shall include, without limitation, the right to speak, vote, be represented by proxy and have access (including, in the case of a Hybrid General Meeting, electronic

access) to all documents required by these Articles or the Companies Act to be made available at such General Meeting.

Votes at General Meetings

- 8.2 Every Member has one vote each in General Meetings.

Votes in Committees

- 8.3 Each Ordinary and each Associate Member has one vote at any Thematic Committee of which it is a member. Affiliate Members and Correspondent Members do not have any vote at meetings of Thematic Committees.

Access to Association Services

- 8.4 The services provided to Affiliate and Correspondent Members may be tailored by the Board of Directors based on their level of Membership Fees and/or the provision of reciprocal services to the Association.

9 MEMBERSHIP APPLICATIONS

- 9.1 An applicant for membership of the Association must send a written application to the Secretariat for the attention of the Board of Directors in the standard form approved by it as annexed to the Byelaws.

Admission as a Member

- 9.2 No person (legal or natural), association, organization, or other entity (the “entity”), shall become a Member unless and until:
- 9.2.1 the Board of Directors has approved that person’s application, including the applicable category of Membership, and proposed the application to the General Meeting for acceptance; and
 - 9.2.2 the General Meeting has approved the application; and
 - 9.2.3 (where applicable) the applicant has paid in full the Membership Fees due.
- 9.3 In no circumstances will membership admission be granted:
- 9.3.1 where a person (legal or natural) is subject to sanctions imposed by the United Kingdom, France, the European Union, the United States of America, the United Nations or any applicable jurisdiction;
 - 9.3.2 if the Board of Directors determines, at their absolute discretion, that membership of a person (legal or natural) may expose the Association to a risk of sanction or other adverse action by the United Kingdom, France, the European Union, the United States of America, the United Nations or any applicable jurisdiction.

Representation of Members

- 9.4 Other than Members who are individuals, each Member shall appoint in Writing a natural person authorized to represent it in its capacity as a Member, with such corporate representative having the power to exercise, on its behalf, all its rights as a

Member. The Member may replace its representative at any time in Writing to the Association using such form as may be approved by the Board of Directors.

10 MEMBERSHIP FEES

Calculation of Membership Fees

- 10.1 Members (other than Affiliate Members) shall pay a Membership Fee. For the avoidance of doubt, the Membership Fees shall vary depending on the category of membership and/or the nature of the Member's business. In its determination of the various levels of membership fee to be proposed to the General Meeting, the Board of Directors shall also have regard to any actual expenditure of the Association that was not provided for in Membership Fees in respect of preceding calendar years. Where a Member may be considered as a start-up business (as such term shall be defined by the Board of Directors from time to time at its sole discretion) the Board of Directors shall be entitled to resolve that a discount be applied to the Membership Fee otherwise payable by such Member, such discount amount being determined by the Board of Directors at its sole discretion (acting reasonably).

Membership Period

- 10.2 Membership shall be in respect of each calendar year (being any period commencing on 1st January and expiring on 31st December) and then, subject to these Articles (including each Member's obligation to pay the Membership Fee under Articles 10 and 11) and the Byelaws, shall renew upon the commencement of the following calendar year.

Payment of Membership Fee

- 10.3 All Membership Fees shall be payable to the Association no later than 31 March of the calendar year to which such Membership Fees relate (the "Due Date") and in circumstances where a Member fails to pay such Membership Fee by 30 June of the calendar year to which such Membership Fees relate, that Member shall additionally also be liable to pay to the Association an additional amount calculated as a percentage of the relevant Membership Fee, such percentage to be resolved by the Board of Directors at its sole discretion (acting reasonably).

Membership fees to cover estimated expenditure

- 10.4 Annual Membership Fees shall not be greater in the aggregate in any year than the amount deemed necessary to cover the Association's budget with a reasonable margin for contingencies and after allowing any other revenue or contributions expected to accrue to the Association during that year.
- 10.5 In exceptional circumstances only, the Board of Directors (acting reasonably) may require additional financial support from the Members, where the Association's actual or anticipated expenditure is higher than the estimated expenditure upon which the Membership Fees were calculated and in the event that the Association's financial reserves are insufficient to cover the difference between the actual or anticipated expenditure and the estimated expenditure.

- 10.6 The Association shall be entitled to collaborate with any Member or subset of Members on particular initiatives and projects that are consistent with (in the reasonable opinion of the Board of Directors) the interests of all Members (in each case, in their capacity as Members of the Association), with any such initiative or project being subject to the ongoing supervision of the applicable Thematic Committee. The costs of any such initiative or project shall be sponsored by those relevant Members in amounts to be decided by the Board of Directors and any such initiative or project shall only go ahead if the Board of Directors has reached such a decision.

11 TERMINATION OF MEMBERSHIP

Retirement

- 11.1 Any Member may retire from membership at any time by not less than three months' prior written notice sent to the Board of Directors. Any such Member shall remain liable to pay the Membership Fee for the full calendar year during which it gives notice and accordingly shall not be entitled to any refund of Membership Fees already paid.

Unpaid Membership Fees

- 11.2 If any Member has failed to pay its Membership Fee by the Due Date (a "Defaulting Member"), the Association shall from time to time notify the Defaulting Member, requiring payment forthwith of the Membership Fee. If the Defaulting Member has not paid the Membership Fee by 30 June of the calendar year to which the Membership Fee relates, the Association shall cease providing services to the Defaulting Member (with such services resuming only upon the Defaulting Member's payment of the Membership Fee and the additional amount due in accordance with Article 10.3).

Death

- 11.3 A Member who is an individual shall cease to be a Member on death and none of the heirs and beneficiaries has any right as such to become a Member nor any other rights in relation to the Association. In any event the heirs and beneficiaries of such Member shall not be entitled to any refund of Membership Fees already paid.

Loss of Eligibility

- 11.4 A Member loses its status as such if it ceases to meet the relevant membership criteria defined in Article 7. In such event such Member is not entitled to any refund of Membership Fees already paid or that it is otherwise obliged to pay.

Sanctions

- 11.5 A Member's membership shall automatically be converted to an inactive status, in the following circumstances:
- 11.5.1 where a person (legal or natural) becomes subject to sanctions imposed by the United Kingdom, France, the European Union, the United States of America, the United Nations or any applicable jurisdiction;
 - 11.5.2 their class of membership does or may expose the Association to a risk of sanction or other adverse action by the United Kingdom, France, the European

Union, the United State of America, the United Nations; or any applicable jurisdiction.

- 11.6 Any dispute in respect of the application of Article 11.5 shall be determined by the Board of Directors at their sole discretion.
- 11.7 Membership may be reactivated at the Board of Directors' discretion, once all applicable sanctions cease to be in existence.

Expulsion

- 11.8 The Board of Directors may, on reasonable grounds, expel any Member with such notice period and on such terms as the Board of Directors may determine to be appropriate in the circumstances. Reasonable grounds include but are not limited to the Member:
- 11.8.1 becoming insolvent, entering into administration, receivership, or liquidation (or analogous procedure in any country);
 - 11.8.2 being convicted of a criminal offence;
 - 11.8.3 taking actions or behaving in a manner which brings or is likely to bring the Association into disrepute;
 - 11.8.4 failing to pay Membership Fees within nine months of the Due Date; and/or such other grounds as may be specified in the Byelaws.
- 11.9 If expulsion is envisaged, the Board of Directors shall give the Member concerned a reasonable opportunity to state its case before reaching a decision.

FUNCTIONING OF THE ASSOCIATION

12 GENERAL MEETINGS

- 12.1 The General Meeting of Members is the ultimate decision-making organ of the Association. Subject to this Article 12.1, each year, there shall be held:
- 12.1.1 a General Meeting in the month of May (unless another date is decided by the Board of Directors and notified to the Members in accordance with these Articles and the Companies Act) (the “**Annual General Meeting**”); and
 - 12.1.2 a strategic general meeting in the last quarter of the calendar year (unless another date is decided by the Board of Directors and notified to the Members in accordance with these Articles and the Companies Act) (the “**Strategic General Meeting**”),

save that the Board of Directors may, acting in its absolute discretion, convene additional General Meetings or under exceptional circumstances, postpone General Meetings. For the avoidance of doubt, the Board of Directors shall have the right, at any time, to postpone any General Meeting under this Article 12.1 in respect of which notice has already been circulated to the Members, in circumstances where the Board

of Directors decides that it is impracticable or unreasonable to hold the relevant General Meeting. Such decision to postpone any General Meeting shall be notified to the Members and in respect of any postponed General Meeting, notice of any rescheduled General Meeting shall be notified to Members in accordance with Article 13.1.

Powers of the General Meeting

- 12.2 The General Meeting will have the power to (without limitation):
- 12.2.1 elect the Board of Directors;
 - 12.2.2 subject to Article 17.2, elect the candidate proposed by the Board of Directors for the office of Chair;
 - 12.2.3 elect the candidate proposed by the Board of Directors for the office of Vice-Chair;
 - 12.2.4 review and approve the Auditors' report;
 - 12.2.5 examine and approve the accounts;
 - 12.2.6 appoint the Auditors and fix their remuneration and period of appointment;
 - 12.2.7 approve the appointment of the Director General;
 - 12.2.8 elect Members by considering and approving applications for membership of the Association as proposed by the Board of Directors;
 - 12.2.9 review and approve the budget for the next year; and
 - 12.2.10 review and approve the Membership Fees.

Attendance and Voting

- 12.3 All Members (in person, by proxy or by one or more of any Member's corporate representatives and, in respect of Hybrid General Meetings only, including by any of such persons attending by electronic means) are entitled to attend and speak at any General Meeting of the Association and each Member has one vote. The Board of Directors may make whatever arrangements they consider appropriate to enable those attending a General Meeting to exercise their rights to speak and vote at it.

General Meetings

- 12.4 The Chair may, and at the request of the Board of Directors will, at any time when this is needed, convene a General Meeting other than the Annual General Meeting and the Strategic General Meeting. Such a General Meeting will also be convened on the requisition of Members representing not less than 5% (one twentieth) of the total voting rights of all Members provided that such requisition must state the general nature of any business to be dealt with at such General Meeting, save that the Board of Directors shall resolve, in its absolute discretion, whether any General Meeting convened on the requisition of such Members will proceed by way of Physical General Meeting or Hybrid General Meeting.

Amendments to the Articles

- 12.5 These Articles may be altered by Special Resolution.

13 PROCEEDINGS OF GENERAL MEETINGS

Notice

- 13.1 Not less than 21 clear days' written notice of each General Meeting shall be given to all Members and the Auditors (a copy of the agenda for such General Meeting shall be circulated with such written notice) and that notice shall specify whether the General Meeting shall proceed by way of Physical General Meeting or Hybrid General Meeting. In the case of a Hybrid General Meeting, such notice shall specify the electronic platform(s) to be made available to Members.
- 13.2 The accidental omission to send a notice of a General Meeting to any person entitled to receive it, or the non-receipt for any reason of any such notice, whether or not the Association is aware of such omission or non-receipt, shall not invalidate the proceedings at that General Meeting.

Quorum

- 13.3 The quorum for all General Meetings shall be the attendance by Members (including the attendance of their proxies or by one or more of any Member's corporate representatives) constituting not less than 5% (five per cent) of the total number of Members. No business other than the appointment of the chair of the meeting is to be transacted at a General Meeting if the persons attending it do not constitute a quorum.

Chair

- 13.4 Each General Meeting shall be chaired by either the Chair or, in his/her absence, the Vice-Chair. In the absence of both the Chair and Vice-Chair, the meeting shall elect any other Board Director present as chair of the meeting. If required, the election of the chair shall take place at the beginning of the General Meeting, prior to any other business.

Proxies

- 13.5 Any Member may appoint any other person as its proxy to vote on its behalf at any General Meeting. The instrument appointing a proxy, which must be in the form approved by the Board of Directors as annexed to the Byelaws (a copy of which will normally be sent with the notice convening the meeting) must be received by the Secretariat not less than 48 hours before the time fixed for the General Meeting.

Voting process

- 13.6 Votes at any Physical General Meeting shall be taken by a show of hands unless a secret ballot is demanded by the Chair or by not less than 5 (five) Members present at the meeting, in which event a vote by ballot paper will take place. Proxy votes are taken into account in a show of hand vote and in a secret ballot vote.
- 13.7 Votes at any Hybrid General Meeting shall be taken by way of secret ballot. Proxy votes are taken into account in a secret ballot vote. The process for conducting a vote at a

Hybrid General Meeting in accordance with this Article 13.7 shall be that which is determined by the Board of Directors, in its absolute discretion, to be appropriate for that Hybrid General Meeting.

Majority

- 13.8 Other than matters which pursuant to the Companies Act require a Special Resolution (or such other threshold) the Members may pass resolutions as Ordinary Resolutions.

Record of Minutes

- 13.9 The Board of Directors must ensure that the Association keeps a record of all General Meetings, in Hard Copy Form, for at least 10 years from the date of the General Meeting.

Further Provisions on Hybrid General Meetings

- 13.10 The Members or their proxies in attendance in person or electronically shall be counted in the quorum for, and entitled to vote at, the Hybrid General Meeting in question and that Hybrid General Meeting shall be duly constituted and its proceedings valid if the Chair (or in his or her absence, the Vice-Chair) is satisfied that adequate facilities are available throughout the Hybrid General Meeting to ensure that Members attending the Hybrid General Meeting who are not present together at the same place may, by electronic means, attend and speak and vote at it. The Board of Directors may make arrangements for any documents which are required to be made available to the Hybrid General Meeting to be accessible electronically (including, without limitation, by being uploaded to the Association's website) to Members and their proxies.
- 13.11 The Board of Directors may make any arrangements for controlling the level of attendance at any physical location to be used in connection with any Hybrid General Meeting which in its absolute discretion it considers appropriate (and where the Board of Directors reasonably considers it so appropriate, any Member or its proxy may, on being notified by the Association, be required to attend a Hybrid General Meeting by way of the electronic platform(s) detailed in the notice issued pursuant to Article 13.1 instead of by way of the physical attendance of such Member or proxy at the physical location detailed in such notice).
- 13.12 The Board of Directors may make any arrangement and impose any requirement or restriction as is necessary to ensure the identification of those taking part and the security of the electronic communication and which is proportionate to those objectives. In this respect, the Board of Directors is able to authorize any voting application, system or facility for Hybrid General Meetings as it sees fit provided that it will ensure the secrecy of the ballot.

14 BOARD OF DIRECTORS

- 14.1 The Association shall be managed by a Board of Directors. The number of Board Directors, procedure for election, proceedings at meetings and other applicable provisions will be specified in the Byelaws.

Role

- 14.2 Subject to the Articles, the Board of Directors are responsible for the management of the Association's business, for which purpose they may exercise all the powers of the Association.

Eligibility

- 14.3 Each Board Director must be a natural person (not a legal entity) and only the corporate representative of an Ordinary Member (or otherwise a natural person nominated by an Ordinary Member) is eligible for election as a Board Director. Accordingly Associate, Affiliate and Correspondent Members are not eligible to be Board Directors, or otherwise nominate their own corporate representatives to become Board Directors. Unless the Board of Directors, in its absolute discretion, resolves otherwise, a Board Director (other than any Board Director currently appointed to the Executive Board, where any such person shall be eligible, subject to their election by the Members, to be appointed as Board Director for more than three consecutive terms) shall not be eligible to be selected for appointment as Board Director for more than three consecutive terms, in order to encourage (subject to their election by the Members) the introduction to, and the appointment of, additional eligible persons to the Board of Directors. Further eligibility criteria may, from time to time, be included in the Byelaws.
- 14.4 A prospective Board Director shall not be subject to sanctions in any jurisdiction applicable to IFA as an organization registered in the UK and headquartered in France, or any other relevant jurisdiction, including but not limited to sanctions applicable in the UK, France, the European Union, and the United States. If any Board Director becomes subject to sanctions in any jurisdiction applicable to IFA or any other relevant jurisdiction, he/she will immediately offer his/her resignation from the IFA Board of Directors. Should such resignation not be received within 3 days of the publication of such sanctions, the IFA Secretariat has the right to remove such Board Director from the IFA Board unilaterally.

Calling a Board of Directors' Meeting

- 14.5 Any Board Director may call a Board of Directors' meeting by giving notice of the meeting to the Board Directors.
- 14.6 Notice of any Board of Directors' meeting must indicate its proposed date and time, where it is to take place and if it is anticipated that Board 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.
- 14.7 Notice of a Board Directors' meeting need not be in writing and must be given to each Board Director provided that, if a Board Director is absent (whether habitually or temporarily) from the United Kingdom, no such notice need be given to the Board Director unless the Association has an address for the Board Director for sending or receiving documents or information by Electronic Means to or from the Board Director outside the United Kingdom.
- 14.8 Notice of a Board of Directors' meeting need not be given to Board Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Association not more than seven days after the date on which the meeting is held.

Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

Participation in Board of Directors' Meeting

- 14.9 Subject to the Articles, Board Directors participate in a Board of Directors' meeting, or part of a Board of Directors' meeting, when
- 14.9.1 the meeting has been called and takes place in accordance with the Articles, and
 - 14.9.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 14.10 In determining whether Board Directors are participating in a Board of Directors' meeting, it is irrelevant where any Board Director is or how they communicate with each other.
- 14.11 If all the Board 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.

Quorum for Board of Directors' Meetings

- 14.12 At a Board of Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 14.13 The quorum for Board of Directors' meetings may be fixed from time to time by a decision of the Board of Directors and unless otherwise fixed it is not less than one third of the total number of Board Directors at the time the meeting is held.

Appointment

- 14.14 Board Directors will be elected (or, if applicable, re-elected upon the expiry of their current term as a Board Director) by the Members.

Powers

- 14.15 The powers of the Board of Directors include (but are not limited to) the power to:
- 14.15.1 propose candidates for the offices of Chair, Vice-Chair and Board Director for election by the General Meeting;
 - 14.15.2 elect the members of the Executive Board;
 - 14.15.3 elect the IFA Ambassadors;
 - 14.15.4 create (and terminate) Board Committees and appoint their members;
 - 14.15.5 create (and terminate) additional bodies to provide guidance on communication, agronomic and other matters, as needed;
 - 14.15.6 elect the Chair of each Thematic Committee;
 - 14.15.7 revise the Byelaws, provided that the Byelaws as so revised do not conflict with the provisions of these Articles;
 - 14.15.8 prepare the Association's budget for presentation to and approval by the Strategic General Meeting;

- 14.15.9 approve the Strategic Report and the Directors' Report;
- 14.15.10 examine and approve the accounts;
- 14.15.11 propose the candidate for the office of Director General for approval and election by the General Meeting; and
- 14.15.12 approve positions on issues of common interest to the industry, and approve collective actions.

Board Directors may delegate

- 14.16 Subject to these Articles, the Board Directors may delegate any of the powers which are conferred on them under these Articles:
 - 14.16.1 to such person or committee;
 - 14.16.2 by such means (including by power of attorney);
 - 14.16.3 to such an extent;
 - 14.16.4 in relation to such matters or territories; and
 - 14.16.5 on such terms and conditions,
 - as they think fit. The power to delegate shall be effective in relation to the powers, authorities and discretions of the Board Directors generally and shall not be limited by the fact that in certain of the Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board Directors or by a committee authorized by the Board Directors.
- 14.17 If the Board of Directors so specify, any such delegation may authorize further delegation of the Board Directors' powers by any person to whom they are delegated, provided that such further delegation has been approved in advance by the Board of Directors.
- 14.18 The Board of Directors may revoke any delegation in whole or part, or alter its terms and conditions.

Term of Office

- 14.19 The term of office of Board Directors is two years, which may, subject to Article 14.3, be renewed upon re-election by the Members in accordance with these Articles and the Byelaws. Terms of Board Directors shall be staggered so that some but not all Board Directors shall either be re-elected or replaced at each Annual General Meeting. A Board Director will immediately cease to hold office if:
 - 14.19.1 the Board Director ceases to meet the relevant eligibility criteria above and/or any additional criteria established by the Byelaws;
 - 14.19.2 the Board Director's term of office expires and they are not re-elected;
 - 14.19.3 the Board Director becomes, in the opinion of all his/her co-Board Directors, physically or mentally incapable of discharging his/her duties as a Board Director;

14.19.4 the Board Director shall be removed from office by a resolution passed by not less than a three-fourths majority of the other Board Directors on reasonable grounds, which shall include (without limitation) material ethical transgressions or material legal transgressions;

14.19.5 notification is received by the Association from the Board Director or the IFA Member he/she represents that he/she is resigning from office, and such resignation has taken effect in accordance with its terms; or

14.19.6 he/she is otherwise duly removed from office.

Voting

14.20 Each Board Director has one vote and decisions shall be taken by a simple majority.

Minutes

14.21 The Board Directors must ensure that the Association keeps a record, in Hard Copy Form, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Board of Directors.

No Remuneration

14.22 Board Directors shall not be remunerated in that capacity.

15 DIRECTORS' INTERESTS IN TRANSACTIONS

15.1 Except to the extent that Article 16 applies or the terms of any authority given under that Article otherwise provide, and without prejudice to such disclosure as is required under the Companies Act 2006, a Board Director may be a party to, or otherwise interested in, any transaction or arrangement with the Association and shall be entitled for quorum and voting purposes to participate in the decision-making process on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty that conflicts or may conflict with the interests of the Association.

16 DIRECTORS' SITUATIONAL CONFLICTS OF INTEREST

16.1 Subject to the provisions of the Companies Act and provided that he has disclosed to the Board Directors the nature and extent of any material interest of his, a Board Director may, notwithstanding his office or that, without the authorization conferred by this Article 16.1, he would or might be in breach of his duty under section 175 of the Companies Act to avoid conflicts of interest, be a director or other officer of, or employed by, or otherwise be interested in (whether by virtue of any contract or arrangement or otherwise) or owe any duty to, any undertaking in the same group as the Association, or promoted by the Association, or in which the Association or any undertaking in the same group as the Association is otherwise interested.

16.2 No Board Director shall:

16.2.1 by reason of his office be accountable to the Association for any benefit which he derives from any office or employment, or by virtue of any interest or duty, that he is authorized under Article 16.1 to have (and no such benefit shall

constitute a breach of the duty under the Companies Act not to accept benefits from third parties, and no transaction or arrangement shall be liable to be avoided on the ground of any such benefit);

16.2.2 be in breach of his duties as a Board Director by reason only of his excluding himself from the receipt of information, or from participation in decision-making or discussion (whether at meetings of the Board of Directors or otherwise), that will or may relate to any office, employment, interest or duty that he is authorized under Article 16.1 to have; or

16.2.3 be required to disclose to the Association, or use in relation to the Association's affairs, any confidential information obtained by him in connection with any office or employment, or by virtue of any interest or duty, that he is authorized under Article 16.1 to have if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection.

16.3 The Board of Directors may, if the quorum and voting requirements set out below are satisfied, authorize any matter that would otherwise involve a Board Director breaching his duty under section 175 of the Companies Act to avoid conflicts of interest, and any Board Director (including the Board Director concerned) may propose that the Board Director concerned be authorized in relation to any matter the subject of such a conflict provided that:

16.3.1 such proposal and any authority given by the Board of Directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the Board of Directors under the provisions of these Articles, except that the Board Director concerned and any other Board Director with a similar interest:

- (a) shall not be counted for quorum purposes as participating in the decision-making process while the conflict is under consideration;
- (b) may, if the other Board Directors so decide, be excluded from participating in the decision-making process while the conflict is under consideration; and
- (c) shall not vote on any resolution authorizing the conflict except that, if any such Board Director does vote, the resolution will still be valid if it would have been agreed to if his vote had not been counted; and

16.3.2 where the Board of Directors give authority in relation to such a conflict:

- (a) they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the Board Director concerned as they may determine, including, without limitation, the exclusion of the Board Director from the receipt of information or participation in any decision-making or discussion (whether at meetings of the Board of Directors or otherwise) related to the matter giving rise to the conflict;
- (b) the Board Director concerned will be obliged to conduct himself in accordance with any terms imposed from time to time by the Board

of Directors in relation to the conflict but will not be in breach of his duties as a Board Director by reason of his doing so;

- (c) the authority may provide that, where the Board Director concerned obtains (otherwise than by virtue of his position as a Board Director) information that is confidential to a third party, the Board Director will not be obliged to disclose that information to the Association, or to use the information in relation to the Association's affairs, where to do so would amount to a breach of that confidence;
- (d) the authority may also provide that the Board Director concerned shall not be accountable to the Association for any benefit that he receives as a result of the matter giving rise to the conflict;
- (e) the receipt by the Board Director concerned of any remuneration or benefit as a result of the matter giving rise to the conflict shall not constitute a breach of the duty under the Companies Act not to accept benefits from third parties;
- (f) the terms of the authority shall be recorded in Writing (but the authority shall be effective whether or not the terms are so recorded); and
- (g) the Board of Directors may withdraw such authority at any time.

16.4 Subject to Article 16.5, if a question arises at a meeting of the Board of Directors or of a committee of Board Directors as to the right of a Board 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 Chair, whose ruling in relation to any Board Director other than the Chair is to be final and conclusive.

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

17 CHAIR

17.1 The Chair shall be elected by the Members. In the event that the Chair resigns or otherwise ceases to hold office prior to the expiry of that term, then the Vice-Chair automatically becomes the Chair until the next General Meeting, upon which the Members shall appoint a new Chair in accordance with these Articles and the Byelaws.

17.2 Only a person who is a Board Director and meets the eligibility requirements specified in the Byelaws will be eligible for nomination as the Chair.

17.3 The principal role of the Chair is to:

17.3.1 conduct public relations on the Association's behalf with stakeholders and other third parties;

17.3.2 coordinate the Board of Directors in its' management and administration of the Association; and

17.3.3 execute decisions of the Board of Directors and resolutions of the General Meeting.

Term of Office

17.4 The Chair is elected for a 2 (two) year term of office by the General Meeting. The Chair may not present himself/herself for re-election unless the Board of Directors recommends that it is in the interest of the Association that the outgoing Chair should be re-elected on the expiration of his/her first two-year term of office, and in the event of such re-election, shall remain the Chair for one further year.

18 VICE-CHAIR

18.1 The Chair shall be assisted in the exercise of his/her office by a Vice-Chair.

Eligibility

18.2 Only a person who is a Board Director and who meets the eligibility requirements as set in the Byelaws will be eligible for nomination as the Vice-Chair.

Appointment

18.3 The Vice-Chair shall be elected by the General Meeting. In the event that the Vice-Chair resigns, retires, or otherwise ceases to hold office prior to the expiry of his/her term, the Board of Directors may appoint a replacement to hold office until the next General Meeting, upon which, the Members will appoint a new Vice-Chair in accordance with these Articles and the Byelaws.

Role

18.4 The principal role of the Vice-Chair is to assist the Chair in the fulfilment of his/her duties with a view to familiarizing himself/herself with the role in the context of proposed succession planning.

Powers

18.5 In case of temporary incapacity of the Chair, the Vice-Chair shall replace the Chair until the Chair is again able to fulfil his/her functions.

Term of Office

18.6 The Vice-Chair shall be elected for a term of two years and at the end of that term the Board of Directors may (but shall be under no such obligation) to recommend to Members that the Vice-Chair be elected as the successor of the outgoing Chair.

18.7 The Vice-Chair loses his/her status as such if he/she ceases to meet the relevant eligibility requirements.

19 DIRECTOR GENERAL/CEO

19.1 The Director General/CEO of the Association is a person proposed by the Board of Directors and appointed by the Members. In the event of a person ceasing (by way of retirement, resignation or otherwise) to hold the office of Director General/CEO, the

Board of Directors may appoint a person in his/her place to hold office until the next General Meeting, upon which the Members shall appoint a new Director General/CEO in accordance with these Articles and the Byelaws.

Role

19.2 The Director General/CEO:

19.2.1 has authority over the Secretariat;

19.2.2 organizes and prepares necessary paperwork and planning for General Meetings and Board of Directors' meetings and participates in all Board Committees;

19.2.3 cooperates with the competent organs of the Association to define and implement the strategy of the Association;

19.2.4 is responsible for the preparation of the budget and the keeping of the accounting records of the Association; and

19.2.5 attends in a non-voting capacity all meetings of the different decision-making and/or advisory organs of the Association.

19.2.6 in close coordination with the Members, appoints the IFA Ambassadors, and informs the Board of Directors.

Powers

19.3 The Director General/CEO exercises the powers which the Board of Directors has delegated to him/her and co-manages the day-to-day affairs of the Association under the supervision of the Board of Directors.

20 BYELAWS

Nature

20.1 The Association may adopt Byelaws to complement these Articles in particular by providing detailed rules and procedures including those relevant to the internal administration of the Association.

Adoption

20.2 Subject to the provisions of the Byelaws, the Board of Directors may make changes to the Byelaws subject always to the requirement that nothing in the Byelaws, or any proposed amendment to the Byelaws, may conflict with the provisions of these Articles.

Binding Effect

20.3 The Byelaws are binding on all Members.

Articles Prevail

20.4 In the event of any conflict between these Articles and the Byelaws these Articles prevail.

BOARD COMMITTEES

21 CREATION OF BOARD COMMITTEES

- 21.1.1 The Board of Directors may, at its discretion, create (and terminate) Board Committees.

22 EXECUTIVE BOARD

- 22.1 The Board of Directors will establish an Executive Board to assist it in performance of its functions.

Role

- 22.2 The Executive Board's role is to ensure that decisions taken by the Board of Directors are enacted, liaise with the Secretariat, ensure the continuity of the Association in its objectives, foster consensus on industry-wide issues and safeguard the rights of each Member to representation.

Powers

- 22.3 The Executive Board has no power to take independent actions or decisions. The principal powers of the Executive Board are as follows:

- 22.3.1 implement decisions of the Board of Directors;
- 22.3.2 oversee operations;
- 22.3.3 prepare topics for decision by the Board of Directors; and
- 22.3.4 convene the Board of Directors.

Eligibility

- 22.4 Only a Board Director who is the representative of an Ordinary Member falling within the scope of Article 7.3.1 is eligible to be a member of the Executive Board. Board Directors who are the representatives of Ordinary Members falling within the scope of Article 7.3.2 shall not be eligible for appointment to the Executive Board.
- 22.5 Other than the ex officio members of the Board of Directors (being the Chair, the Immediate Past Chair, the Vice-Chair, the Chair of the Finance Committee and the Director General), additional members of the Executive Board will be elected by the Board of Directors.

Composition

- 22.6 The Executive Board will be composed of:
- 22.6.1 the Chair;
 - 22.6.2 the Immediate Past Chair (subject to such person ceasing to be a member of the Executive Board upon the expiry of one year following the end of his or her term as Chair);

22.6.3 the Vice-Chair;

22.6.4 the Chair of the Finance Committee;

22.6.5 additional eligible Board Directors as the Board of Directors may elect; and

22.6.6 the Director General (who shall attend meetings of the Executive Board in a non- voting capacity).

Term of Office

22.7 The term of office of members of the Executive Board will be two years (save that the Immediate Past Chair shall cease to be a member of the Executive Board upon the expiry of one year following the end of their term as Chair) and can be renewed if so decided by the Board of Directors.

Voting

22.8 Each member of the Executive Board, except the Director General, has one vote and decisions are taken by a simple majority, in the event of an equality of votes the Chair has a casting vote.

23 FINANCE COMMITTEE

23.1 The Board of Directors will establish a Finance Committee, whose role and powers, as well as the eligibility, appointment and votes of its members shall be further defined in the Byelaws.

THEMATIC COMMITTEES

24 THEMATIC COMMITTEES

Creation

24.1 The Board of Directors may at its discretion create (and terminate) Thematic Committees.

Eligibility

24.2 All Members are eligible to become members of one or more Thematic Committees.

Appointment

24.3 The process for the appointment of members of each Thematic Committee shall be set by the Board of Directors.

Role

24.4 The Thematic Committees have as their principal role to provide scientific, economic, technical, policy and other expertise so that the relevant objectives as approved by the Board of Directors are met. Advance approval by the Board of Directors shall be required where any Thematic Committee intends to commence or implement any

major initiative which can be reasonably expected to result in, or otherwise produce, materials that will be disseminated by or on behalf of the Association, to the general public.

Powers

- 24.5 Each Thematic Committee reports to the Board of Directors and has such powers as the Board of Directors may grant to it.

Voting

- 24.6 Each Ordinary and Associate Member which is a member of a Thematic Committee has one vote at that Thematic Committee meeting. Affiliate and Correspondent Members shall have no vote at Thematic Committee meetings but notwithstanding this, such Affiliate and Correspondent Members shall have the right to attend and speak at any meeting of any Thematic Committee. Any resolution of any Thematic Committee shall be taken by a simple majority of those members of the relevant Thematic Committee that are eligible to vote.

25 STRATEGIC ADVISORY TEAMS

- 25.1 Strategic Advisory Team: Each Thematic Committee shall be governed by a Strategic Advisory Team, whose role and powers, as well as the eligibility, appointment and votes of its members shall be further defined in the Byelaws.

RESOURCES AND ACCOUNTING

26 RESOURCES

- 26.1 The financial resources of the Association may be comprised of all or any of the following:
- 26.1.1 Membership Fees;
 - 26.1.2 funding paid by any Member(s) in accordance with Article 10.6;
 - 26.1.3 conference fees paid to the Association by conference attendees;
 - 26.1.4 exceptional contributions;
 - 26.1.5 donations or manual gifts;
 - 26.1.6 grants accorded by the State, local authorities, or public entities, whether national, international;
 - 26.1.7 interest and income from the assets and investments belonging to the Association;
 - 26.1.8 revenues of products sold by and/or the services rendered by the Association;
- and

26.1.9 any other source of income which is not contrary to applicable laws and regulations applicable to a not-for-profit association.

27 ACCOUNTS

Accounting Records

27.1 The Board of Directors shall cause proper accounting records to be kept in accordance with normal accounting practice and as required by law, which will be kept at the registered office of the Association or at such other place as the Board of Directors thinks fit.

Right of Inspection

27.2 The accounting records shall always be open to the inspection by any of the Board Directors and shall be open to the inspection by any Member during business hours, on reasonable prior notice, subject to any reasonable restrictions as may be decided by the Board of Directors.

Receipt of Accounts

27.3 A copy of the most recently prepared accounts (including every document required by law to be annexed) shall be presented to the Board of Directors and the Annual General Meeting, together with a copy of the Auditors' report. Such documents shall be sent to all Members not less than fourteen days before the date of the Annual General Meeting.

28 AUDITORS

Appointment

28.1 The appointment of the Auditors shall be proposed by the Board of Directors and made by the General Meeting (with such Auditors being eligible for re-appointment at the relevant General Meeting).

Role and Powers

28.2 The Auditors' role is to verify the accounts of the Association, present their report to Members at the Annual General Meeting and generally fulfil their legal and regulatory duties.

ADMINISTRATIVE ARRANGEMENTS AND WINDING UP

29 MEANS OF COMMUNICATION TO BE USED

29.1 Subject to these Articles, anything sent or supplied by or to the Association under the Articles may be sent or supplied in any way in which the Companies Act provides for documents or information which are authorized or required by any provision of that Act to be sent or supplied by or to the Association.

- 29.2 Except insofar as the Companies Acts require otherwise, the Association shall not be obliged to accept any notice, document or other information sent or supplied to the Association in Electronic Form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the Board Directors think fit, and the Association shall be entitled to require any such notice, document or information to be sent or supplied in Hard Copy Form instead.
- 29.3 In the case of a Member that is a corporation, for all purposes, including the execution of any appointment of proxy, resolution in Writing, notice or other document (including anything sent or supplied in Electronic Form) executed or approved pursuant to any provision of these Articles, execution by any director or the secretary of that corporation or any other person who appears to any officer of the Association (acting reasonably and in good faith) to have been duly authorized to execute shall be deemed to be and shall be accepted as execution by that corporation.
- 29.4 Subject to these Articles, any notice or document to be sent or supplied to a Board Director in connection with the taking of decisions by the Board of Directors may also be sent or supplied by the means by which that Board Director has asked to be sent or supplied with such notices or documents for the time being.
- 29.5 A Board Director may agree with the Association that notices or documents sent to that Board 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 24 hours.

30 WHEN INFORMATION SENT BY THE ASSOCIATION DEEMED TO HAVE BEEN RECEIVED

- 30.1 Any document or information sent or supplied by the Association shall (subject to Article 30.5) be deemed to have been received by the intended recipient:
- 30.1.1 where the document or information is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom or France, on the day (whether or not it is a working day) following the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;
- 30.1.2 where the document or information is properly addressed and sent by post or other delivery service to an address outside the United Kingdom or France, three working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;
- 30.1.3 where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was sent;

- 30.1.4 where the document or information is properly addressed and sent or supplied by Electronic Means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that it was sent; and
- 30.1.5 where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

31 WINDING UP

- 31.1 In the event of the winding up of the Association decided by Special Resolution, one or more liquidators shall be appointed.
- 31.2 If upon the voluntary winding up or dissolution of the Association there remains, after satisfaction of all its debts and liabilities, any assets of any kind, such assets may be distributed or transferred to an association, based in the United Kingdom, France or elsewhere, having the same or substantially similar objects to the Association. Subject to any regulatory requirements to which the Association is bound to comply, no such transfer of assets will be effected without the advance approval of the Members by Special Resolution.

Adopted by Special Resolution

passed at the General Meeting on May 24, 2023