

File Copy



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 8447686

The Registrar of Companies for England and Wales, hereby certifies that

INTERNATIONAL M2M COUNCIL

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 15th March 2013



N08447686U



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



Companies House
— for the record —

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 15/03/2013



X247UNMG

Company Name **INTERNATIONAL M2M COUNCIL**
in full:

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative

Company Type: **Private limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Register Office Address: **16 SUSSEX STREET
LONDON
ENGLAND
SW1V 4RW**

I wish to adopt entirely bespoke articles

Company Director 1

Type: **Person**
Full forename(s): **MR WILLIAM MICHAEL**

Surname: **BAZZY**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **USA**

Date of Birth: **14/02/1947** Nationality: **USA**

Occupation: **PUBLISHER**

Consented to Act: **Y** Date authorised: **15/03/2013** Authenticated: **YES**

Company Director 2

Type: **Person**
Full forename(s): **MR JARED MICHAEL**

Surname: **BAZZY**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **USA**

Date of Birth: **23/02/1972** Nationality: **USA**

Occupation: **PUBLISHER**

Consented to Act: **Y** Date authorised: **15/03/2013** Authenticated: **YES**

Company Director 3

Type: **Person**

Full forename(s): **MR IVAR ANDERSON**

Surname: **BAZZY**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **USA**

Date of Birth: **26/04/1970**

Nationality: **USA**

Occupation: **PUBLISHER**

Consented to Act: **Y**

Date authorised: **15/03/2013**

Authenticated: **YES**

Statement of Guarantee

I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

Name: **HORIZON HOUSE PUBLICATIONS LIMITED**

Address: **16 SUSSEX STREET
LONDON
UNITED KINGDOM
SW1V 4RW**

Amount Guaranteed: **1**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

memorandum delivered by an agent for the subscriber(s): Yes

Agent's Name: THE LONDON LAW AGENCY LIMITED

Agent's Address: THE OLD EXCHANGE 12 COMPTON ROAD
WIMBLEDON, LONDON
UNITED KINGDOM
SW19 7QD

Authorisation

Authoriser Designation: agent

Authenticated: Yes

Agent's Name: THE LONDON LAW AGENCY LIMITED

Agent's Address: THE OLD EXCHANGE 12 COMPTON ROAD
WIMBLEDON, LONDON
UNITED KINGDOM
SW19 7QD

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association
of
International M2M Council

Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Telephone: 020 7551 7777)
www.bwbllp.com
210338/0001

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of International M2M Council

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

Authentication by each subscriber

HORIZON HOUSE PUBLICATIONS LIMITED

Dated 15 March 2013

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association
of
International M2M Council

Bates Wells & Braithwaite London LLP
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The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of International M2M Council

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

The objects of the Company are to host and service an international trade association and membership forum for individuals and organisations operating or otherwise involved in the M2M industry and associated industries and sectors.

3. Powers

To further its objects the Company may:

- 3.1 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.2 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.3 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.4 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations;
- 3.5 provide and assist in the provision of money, materials or other help;
- 3.6 enter into contracts to provide services to or on behalf of other bodies;
- 3.7 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.8 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit;
- 3.9 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for

- the repayment of money borrowed or as security for a grant or the discharge of an obligation;
- 3.10 set aside funds for special purposes or as reserves against future expenditure;
 - 3.11 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
 - 3.12 arrange for investments or other property of the Company to be held in the name of a nominee or nominees and pay any reasonable fee required;
 - 3.13 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
 - 3.14 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
 - 3.15 accept (or disclaim) gifts of money and any other property;
 - 3.16 raise funds by way of subscription, donation or otherwise;
 - 3.17 trade in the course of carrying out the objects of the Company and carry on any other trade which is not expected to give rise to taxable profits;
 - 3.18 incorporate and acquire subsidiary companies to carry on any trade;
 - 3.19 subject to Article 4 (limitation on private benefits):
 - 3.19.1 engage and pay employees, consultants and professional or other advisers; and
 - 3.19.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
 - 3.20 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
 - 3.21 become a member, associate or affiliate of or act as a director or trustee or appoint a director or trustees of any other organisation;
 - 3.22 undertake and execute charitable trusts;
 - 3.23 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
 - 3.24 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
 - 3.25 pay out of the funds of the Company the costs of forming and registering the Company;

- 3.26 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Company;
- 3.27 provide indemnity insurance for the Directors or any other officer of the Company; and
- 3.28 do all such other lawful things as may further the Company's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4.1 The income and property of the Company shall be applied towards the promotion of its objects.

Permitted benefits to Directors and Connected Persons

- 4.2 No Director may:
 - 4.2.1 sell goods, services or any interest in land to the Company;
 - 4.2.2 be employed by, or receive any remuneration from, the Company; or
 - 4.2.3 receive any other financial benefit from the Company;unless the payment is permitted by Article 4.3.
- 4.3 A Director may receive the following benefits from the Company:
 - 4.3.1 a Director or person Connected to a Director may be reimbursed by the Company for, or may pay out of the Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Company;
 - 4.3.2 a Director or person Connected to a Director may be paid reasonable and proper remuneration by the Company for any goods or services supplied to the Company on the instructions of the Directors;
 - 4.3.3 a Director or person Connected to a Director may receive interest at a reasonable and proper rate on money lent to the Company;
 - 4.3.4 a Director or person Connected to a Director may receive reasonable and proper rent for premises let to the Company;
 - 4.3.5 the Company may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.27; and
 - 4.3.6 a Director or other officer of the Company may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 6.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:

- 5.1 payment of the Company's debts and liabilities contracted before he, she or it ceases to be a member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

7. Directors' general authority

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.

8. Members' reserve power

- 8.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- 8.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

9. Chair

The Directors may appoint one of their number to be the Chair of the Directors for such term of office as they determine and may at any time remove him or her from that office.

10. Directors may delegate

- 10.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee.
- 10.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.
- 10.3 Any delegation by the Directors may be:
 - 10.3.1 by such means;
 - 10.3.2 to such an extent;
 - 10.3.3 in relation to such matters or territories; and
 - 10.3.4 on such terms and conditions;as they think fit.
- 10.4 The Directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 10.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 10.6 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

11. Committees

- 11.1 In the case of delegation to committees:
 - 11.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 11.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify;
 - 11.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;
 - 11.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

11.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.

11.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

12. Delegation of day to day management powers

In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:

12.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;

12.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and

12.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

13. Delegation of investment management

The Directors may delegate the management of investments to a Financial Expert or Experts provided that:

13.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Directors;

13.2 timely reports of all transactions are provided to the Directors;

13.3 the performance of the investments is reviewed regularly with the Directors;

13.4 the Directors are entitled to cancel the delegation arrangement at any time;

13.5 the investment policy and the delegation arrangements are reviewed regularly;

13.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and

13.7 the Financial Expert or Experts must not do anything outside the powers of the Directors.

14. Rules or Byelaws

14.1 The Directors may from time to time make, repeal or alter such rules or byelaws as they think fit as to the management of the Company and its affairs, in particular with respect to the organisation of the membership and decision-making processes of the

Association. No rule or byelaw shall be inconsistent with the Companies Acts, the Articles or any rule of law.

- 14.2 The rules or byelaws may regulate the following matters but are not restricted to them:
- 14.2.1 the duties of any officers of the Association;
 - 14.2.2 the admission of members of the Association and the benefits conferred on such members, and any subscriptions or payments to be made by members;
 - 14.2.3 the conduct of members of the Association in relation to one another;
 - 14.2.4 the conduct of business of the Association or any committee of the Association (including, without limitation, how its officers make decisions and how such rules are to be recorded or communicated);
 - 14.2.5 the procedure at general meetings of the Association; and
 - 14.2.6 generally, any other matters concerning the constitution of the Association.
- 14.3 The Company in general meeting has the power to alter, add to or repeal the rules.

DECISION-MAKING BY DIRECTORS

15. Directors to take decisions collectively

Any decision of the Directors must be either:

- 15.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 20); or
- 15.2 a unanimous decision taken in accordance with Article 21.

16. Calling a Directors' meeting

- 16.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.
- 16.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
 - 16.2.1 all the Directors agree; or
 - 16.2.2 urgent circumstances require shorter notice.
- 16.3 Notice of Directors' meetings must be given to each Director.
- 16.4 Every notice calling a Directors' meeting must specify:
 - 16.4.1 the place, day and time of the meeting;
 - 16.4.2 the general nature of the business to be considered at such meeting; and

16.4.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

16.5 Notice of Directors' meetings need not be in Writing.

16.6 Article 31 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

17. Participation in Directors' meetings

17.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

17.1.1 the meeting has been called and takes place in accordance with the Articles; and

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

17.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

17.3 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.

18. Quorum for Directors' meetings

18.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

18.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but:

18.2.1 if there is a sole director it is one; and

18.2.2 in any other case, it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Directors, whichever is the greater.

18.3 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:

18.3.1 to appoint further Directors; or

18.3.2 to call a general meeting so as to enable the members to appoint further Directors.

19. Chairing of Directors' meetings

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

20. Casting vote

- 20.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote.
- 20.2 Article 20.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

21. Unanimous decisions without a meeting

- 21.1 A decision is taken in accordance with this Article 21 when all of the Directors indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter.
- 21.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

22. Director interests and management of conflicts of interest

Declaration of interests

- 22.1 Unless Article 22.2 applies, a Director must declare the nature and extent of:
 - 22.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and
 - 22.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.
- 22.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

Participation in decision-making

- 22.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.
- 22.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:
 - 22.4.1 the decision could result in the Director or any person who is Connected with him or her receiving a benefit other than:

- (a) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.27;
- (b) payment under the indemnity set out at Article 6; and
- (c) reimbursement of expenses in accordance with Article [4.3.1]; or

22.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 22.5.

22.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 22.5, he or she must:

22.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;

22.5.2 not be counted in the quorum for that part of the process; and

22.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Company

22.6 Where a Director or person Connected with him or her has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict:

22.6.1 the Director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

22.6.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

23. Validity of Director actions

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director.

APPOINTMENT AND RETIREMENT OF DIRECTORS

24. Appointment of Directors and retirement of Directors by rotation

24.1 Those persons notified to the Registrar of Companies as the first directors of the Company shall be the first Directors.

Appointment of Directors

24.2 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 25, may be appointed to be a Director:

24.2.1 by ordinary resolution; or

24.2.2 by a decision of the Directors.

25. Disqualification and removal of Directors

A Director shall cease to hold office if:

25.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

25.2 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy;

25.3 a composition is made with his or her creditors generally in satisfaction of his or her debts;

25.4 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

25.5 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms;

25.6 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason; or

25.7 he or she is removed by ordinary resolution.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

26. Becoming a member

26.1 The members of the Company shall be the subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership by the Directors in accordance with the Articles.

26.2 The Directors may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as members.

27. Termination of membership

27.1 Membership is not transferable.

27.2 A member shall cease to be a member:

- 27.2.1 if the member, being an individual, dies;
- 27.2.2 if the member becomes bankrupt or is subject to any insolvency process;
- 27.2.3 on the expiry of at least seven Clear Days' notice given by the member to the Company of his, her or its intention to withdraw;
- 27.2.4 if any subscription or other sum payable by the member to the Company is not paid on the due date and remains unpaid; or
- 27.2.5 if, at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the member be expelled on the ground that his, her or its continued membership is harmful to or is likely to become harmful to the interests of the Company. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors. A member expelled by such a resolution shall nevertheless remain liable to pay to the Company any subscription or other sum owed by him, her or it.

28. Categories of membership

- 28.1 Subject to Article 28.2, the Directors may establish such different categories of membership as they think fit. The Directors may, at their discretion, impose different subscriptions and confer different benefits on different membership categories and may, at their discretion, alter such benefits and subscriptions at any time.
- 28.2 The Directors may not create different classes of members with different rights within the meaning of those parts of the Companies Acts which deal with class rights.

ORGANISATION OF GENERAL MEETINGS

29. General meetings

- 29.1 The Directors may call a general meeting at any time.
- 29.2 The Directors must call a general meeting if required to do so by the members under the Companies Acts.

WRITTEN RESOLUTIONS

30. Written resolutions

General

- 30.1 Subject to this Article 30 a written resolution agreed by:
 - 30.1.1 members representing a simple majority; or
 - 30.1.2 (in the case of a special resolution) members representing not less than 75%;

of the total voting rights of eligible members shall be effective.

- 30.2 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 30.3 A members' resolution under the Companies Acts removing a Director or auditor before the expiry of his or her term of office may not be passed as a written resolution.
- 30.4 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.

Signifying agreement

- 30.5 A member signifies his, her or its agreement to a proposed written resolution when the Company receives from him, her or it (or from someone acting on his, her or its behalf) an authenticated Document:
 - 30.5.1 identifying the resolution to which it relates; and
 - 30.5.2 indicating the member's agreement to the resolution.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

31. Communications by the Company

Methods of communication

- 31.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts 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 the Company, including without limitation:
 - 31.1.1 in Hard Copy Form;
 - 31.1.2 in Electronic Form; or
 - 31.1.3 by making it available on a website.
- 31.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement (if any) is required from the recipient.
- 31.3 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 which that Director has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

- 31.4 A member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting.
- 31.5 Where any Document or information is sent or supplied by the Company to the members:
- 31.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 31.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 31.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 31.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

32. Communications to the Company

The provisions of the Companies Acts shall apply to communications to the Company.

33. Secretary

A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

- 33.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and
- 33.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

34. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

35. Minutes

The Directors must cause minutes to be made:

- 35.1 of all appointments of officers made by the Directors;
- 35.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
- 35.3 of all proceedings at meetings of the Company and of the Directors and of committees of the Directors including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

36. Records and accounts

- 36.1 The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:

- 36.1.1 annual reports;

- 36.1.2 annual returns; and

- 36.1.3 annual statements of account.

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

37. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

WINDING UP

38. Winding up

38.1 At any time before, and in expectation of, the winding up or dissolution of the Company, the members of the Company or, subject to any resolution of the members, the Directors, may resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Company be applied or transferred in any of the following ways:

38.1.1 directly for the objects of the Company; or

38.1.2 to any institution or institutions:

- (a) for purposes similar to the objects of the Company; or
- (b) for use for particular purposes that fall within the objects of the Company.

SCHEDULE
INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

| | Term | Meaning |
|-----|--------------------|--|
| 1.1 | “Address” | includes a number or address used for the purposes of sending or receiving documents by Electronic Means; |
| 1.2 | “Articles” | the Company’s articles of association; |
| 1.3 | “Association” | the trade association hosted and serviced by the Company, operating under the name and brand “ <i>International M2M Council</i> ”; |
| 1.4 | “Chair” | has the meaning given in Article 9; |
| 1.5 | “Company” | International M2M Council; |
| 1.6 | “Circulation Date” | in relation to a written resolution, has the meaning given to it in the Companies Acts; |
| 1.7 | “Clear Days” | in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect; |
| 1.8 | “Companies Acts” | the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company; |
| 1.9 | “Connected” | any person falling within one of the following categories: (c) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or (d) the spouse or civil partner of any person in (a); or (e) any other person in a relationship with a Director which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or |

| Term | Meaning |
|---|--|
| | (f) any company, partnership or firm of which a Director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital; |
| 1.10 “Document” | includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form; |
| 1.11 “Electronic Form” and “Electronic Means” | have the meanings respectively given to them in Section 1168 of the Companies Act 2006; |
| 1.12 “Financial Expert” | an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000; |
| 1.13 “Hard Copy” and “Hard Copy Form” | have the meanings respectively given to them in the Companies Act 2006; |
| 1.14 “M2M” | means machine to machine technology, including all automated technology underlying the connectivity and communication between different technological systems within international products, services and industries; |
| 1.15 “Public Holiday” | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered; |
| 1.16 “Secretary” | the secretary of the Company (if any); |
| 1.17 “Director” | a director of the Company, and includes any person occupying the position of director, by whatever name called; and |
| 1.18 “Writing” | the representation or reproduction of words, symbols or other information in a visible form. |
| 2. | Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it. |
| 3. | Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company. |