

No: 3488861

**THE COMPANIES ACTS 1985 to 2006
COMPANY LIMITED BY GUARANTEE**

MEMORANDUM

AND

**ARTICLES OF ASSOCIATION
(as adopted by special resolution passed on 16 December 2008)**

of

**OPEN MOBILE ALLIANCE LTD.
(Incorporated on 30 December 1997)**

THE COMPANIES ACTS 1985 to 2006
COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION

of

OPEN MOBILE ALLIANCE LTD.

1. The name of the Company is **OPEN MOBILE ALLIANCE LTD.**
2. The registered office of the Company will be situated in England and Wales.
3. The Company's objects are:-
 - 3.1 To encourage and assist in the creation of accessible and widely available common specifications for or related to, and a homogenous environment for all persons who or which are involved in, the design, development or application of hardware, software or services related to wireless or other applications and mobile services; and to that end:-
 - 3.1.1 to grow the market for the entire mobile industry by removing barriers to global user adoption and ensuring seamless application interoperability while allowing businesses to compete through innovation and differentiation, to enable mobile subscribers to use friendly and interoperable mobile services across markets, operators and mobile terminals by defining an open standards based framework to permit applications and services to be built, deployed and managed efficiently and reliably in a multi-vendor environment and to drive the implementation of open mobile architecture, open service enablers and interface standards, architecture and technology enablers through a user-centric approach to ensure fast adoption of mobile services and, further, to promote open, global standards, protocols and interfaces not locked to proprietary technologies with open mobile architecture framework and service enablers being independent of operating systems and the applications layer being bearer agnostic, to support interoperability of applications and platforms and seamless geographical and intergenerational roaming;
 - 3.1.2 to promote and advance public knowledge and awareness of, and to inform, advise and educate all persons about, the Company's aims, activities and their implications;

- 3.1.3 to conduct and maintain research and development whether by its own employees or officers or by the agency of others on all matters relating to the Company's objects (or any of them) and to encourage, promote and advise on the conduct of such research by others;
 - 3.1.4 to encourage, promote, assist and advise on the furtherance of the Company's objects through committees, working groups or other meetings or sessions in which members and all other interested parties or other members of the public may participate;
 - 3.1.5 to assist other organizations, companies, firms, entities or individuals in the pursuit of any objects of the Company or which have aims or objects similar to those of the Company and in particular to cooperate with existing key standardization organizations and comply with specifications issued by such organizations;
 - 3.1.6 to pursue the objects of the Company by the use of all media or communications;
 - 3.1.7 to compile, edit, print and publish periodicals, journals, pamphlets and other matter for distribution amongst members or interested parties or the public generally in furtherance of the Company's objects;
 - 3.1.8 to employ or procure the services of such organisations, companies, firms, entities or individuals as may be conducive to the achievement of the Company's objects, to pay remuneration, fees, commissions and expenses in connection with the same and to terminate such contracts of and for services.
- 3.2 To carry on any other business or activity of any nature whatever which may seem to the Directors to be capable of being conveniently or advantageously carried on in connection or conjunction with any business of the Company, whenever authorised, or to be expedient with a view directly or indirectly to enhancing the value of the Company's assets or utilising its skill, know-how or expertise.
- 3.3 To purchase, apply for, take out or by any other means acquire, for any estate or interest, any property or assets of any kind and any rights or privileges of any kind over or in respect of any property of any kind or any interest in or over any such property, assets, rights or privileges, and to establish, hold, register, protect, develop and turn to account and deal with the same in such manner as may be thought fit (and whether in England or elsewhere) with a view to or in connection with the promotion of the Company's objects.
- 3.4 To acquire an interest in, amalgamate with, or enter into partnership or any arrangement for sharing profits or losses or for co-operation or for mutual assistance with, any person, firm, company or body or for subsidising or otherwise assisting any such person, firm, company or body with a view to or in connection with the promotion of the Company's objects; or to promote, or participate or assist in the promotion of, any company having objects similar to those of the Company.

- 3.5 To improve, manage, construct, repair, develop, exchange, alter, replace, remove, equip, maintain, administer, let on lease or otherwise mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with, all or any buildings, premises, structures, or facilities of any kind, for the Company's purposes; and to contribute to or assist in or carry out any part of any such operation.
- 3.6 To sell, lease, grant any rights of any kind over, and in any other way deal with or dispose of, any or all of the undertaking, property, assets or other rights of any kind of the Company for such consideration as may be thought fit.
- 3.7 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be thought fit.
- 3.8 To draw, make, accept, endorse, discount, negotiate, execute and issue, and to buy and sell and deal with, cheques, bills of exchange, promissory notes, bills of lading, warrants and other negotiable or transferable instruments or securities; and to buy and sell foreign exchange.
- 3.9 To subscribe for, take, underwrite, purchase or otherwise acquire, and to hold, sell, dispose of, and deal with, any shares, stocks, debentures, debenture stocks, bonds, obligations or other securities or investments of any kind and any interests in the same or rights in respect of the same with a view to or in connection with the promotion of the Company's objects.
- 3.10 To borrow and raise money in any manner and to secure or discharge any debt or other obligation or liability of or binding upon the Company in such manner as may be thought fit, including by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's undertaking, property or assets (whether present or future).
- 3.11 To guarantee or give indemnities or provide security by any method (including by mortgage or charge upon the whole or any part of the undertaking, property and assets (whether present or future) of the Company) for the performance of any contracts or obligations.
- 3.12 To apply for, promote and obtain any statute, law, order or other licence of or from any authority for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem calculated directly or indirectly to promote or further the Company's interests; and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 3.13 To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable; and to carry out,

exercise and comply with any such charters, decrees, rights, privileges and concessions.

- 3.14 To control, manage, finance, subsidise, co-ordinate or otherwise assist in any way any such person, firm, company or body as may be conducive to the promotion or achievement of the Company's objects; to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such person, firm, company or body and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of, or generally with respect to, any such person, firm, company or body.
- 3.15 To procure the Company to be registered or otherwise recognised in, or under the laws of, any territory outside England.
- 3.16 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company or to contract with any person, firm, company or body to pay the same.
- 3.17 To establish, subscribe to and support any national, public or useful object or any institution, association, society, fund or club or any other object or purpose which may be for the benefit, or be considered likely, directly or indirectly, to further the interests, of the Company or that of any company which is the holding company or the Company or a subsidiary of the Company.
- 3.18 To purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company.
- 3.19 To do all or any of the things or matters set out above in any part of the world and either as principals, agents, contractors, trustees or otherwise and by or through agents, brokers, sub-contractors, trustees or otherwise and either alone or in conjunction with others.
- 3.20 To do all such other things as may be considered to be incidental or conducive to any of the above objects.

And it is hereby declared that the Company's objects, as set out in the preceding paragraphs of this Clause, shall, except in so far as expressly required by any such paragraph, be separate and distinct objects of the Company and shall not be in any way limited by reference to any other paragraph or the order in which such objects occur or the name of the Company.

4. Subject as provided below, the income and property of the Company, however derived, shall be applied solely towards the promotion of the objects of the Company as set out in this Memorandum of Association, and no portion of the same shall be paid or transferred by way of dividend, bonus or profit to the members of the Company. However, nothing in this Memorandum of Association shall prevent any reasonable and proper payment in money or money's worth or the provision of any reasonable and proper benefit of any kind whatsoever in good faith by the Company

to or for the benefit of any member of the Company under or in connection or conjunction with any transaction or arrangement in which the Company is involved in the course of its business or activities.

5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the assets of the Company if it should be wound up whilst he is a member or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
7. If, upon the winding up or dissolution of the Company, there remains, after satisfaction of all its debts and liabilities, any property whatever of the Company, the same shall not be paid to or distributed amongst the members of the Company but shall be given or transferred to some other institution or institutions having objects or functions similar to the objects of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of clause 4 of this Memorandum of Association. Such institution or institutions shall be determined by the members of the Company at or before the time of dissolution. If no such determination is made by the members of the Company or, if and in so far as effect cannot be given to this provision, any such property shall be transferred to some charitable object.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

Names and addresses of subscribers

Nokia Mobile Phones Ltd
Nokia House
Keilalahdentie 4
FIN-02150 Espoo
Finland

Mikko Terho Veli-Matti Soini
Vice President General Manager
.....
for and on behalf of
Nokia Mobile Phones Ltd

Witness Signature:

Name:

Elina Koivisto

Address:

Tuurnankatv 15Di3 33270 Tampere Finland

Occupation:

Executive Assistant

Motorola Limited
Jays Close
Viabes Industrial Estate
Basingstoke
Hampshire RG22 4PD

Scott Offer
.....
for and on behalf of
Motorola Limited

Witness Signature:

Name:

C J Brooks

Address:

55 Pellhurst Road, Ryde, Isle of Wight
PO33 3DR

Occupation:

Security Officer

Unwired Planet Inc.
390 Bridge Parkway
Redwood Shores
California 94065

Charles M Parrish
.....
for and on behalf of
Unwired Planet Inc.

Witness Signature:

Name:

Wendy Louise Paige

Address:

Waltham Barn, White Waltham, Berks SL6
3SN

Occupation:

Attorney

Ericsson Mobile Communications AB
Torhammsgatam 27
Stockholm, Sweden

Jan Edhäll
.....
for and on behalf of
Ericsson Mobile Communications AB

Witness Signature:

Name:

Carina Bränneby

Address:

Ericsson Mobile Communications
Stockholm /Sweden

Occupation:

Executive Assistant

Dated 22 December 1997.

Company No: 3488861

THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

(as adopted by special resolution passed on 16 December 2008)

of

OPEN MOBILE ALLIANCE LTD.

PRELIMINARY

1. **Table C Not To Apply**

The regulations contained in Table C in The Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No2) Regulations 2007 (SI 2007/2826) shall not apply to the Company.

2. **Definitions And Interpretation**

2.1 In these Articles, the words and expressions set out in the first column below shall have the meanings set opposite to them respectively (if such meaning is not inconsistent with the subject or context in which the word or expression is used):

Act the Companies Acts (as defined in section 2 of the Companies Act 2006) in so far as the same apply to the Company 2006;

Adoption Date the date on which these Articles are adopted by special resolution of the Company;

Application Form the application form to be delivered pursuant to Article 3 and which shall require an applicant to designate the Category (in the case of applicants wishing to become Sponsor Members or Full Members) or Associate/Supporter Criteria (in the case of applicants wishing to become Associate Members or Supporter Members) applicable to such applicant and provide a Revenue Statement and which shall (subject to

Article 3.4) otherwise be in such form and contain such obligations as the Directors may, in their absolute discretion, from time to time require or determine;

these Articles

these Articles of Association as from time to time altered;

Affiliate

in relation to any person (“**that person**”):

- (a) any subsidiary of that person;
- (b) any holding company of that person and any subsidiary of that holding company;
- (c) any individual who controls that person;
- (d) any body corporate controlled by (i) that person (being an individual) or (ii) any person and an Affiliate of that person (within (a), (b), (c) or (d) (i));

Associate Member

each member who or which conforms to one of the Associate/Supporter Criteria for the purposes of these Articles and elects to become an Associate Member subject to these Articles;

Associate/Supporter Criteria

the following criteria:

- any person who or which is not a High Revenue Individual or a member of a High Revenue Group; or
- any person who or which is a member of a High Revenue Group provided that at any point in time at least one other member of such Group has applied to become and becomes (or has otherwise become) either a Sponsor Member or a Full Member;

or any variations or additions to, or deletions or revisions of, such criteria as may from time to time be determined by the Full Board by a Special Majority Resolution;

Categories

the following categories:

- Operators: persons who are licensed and allocated frequency to operate a public mobile wireless telecommunications network for the purpose of providing publicly

available commercial services and any industry organizations whose principal objective is to represent the interests of such persons and Operator Category shall be construed accordingly;

- Wireless Vendors: persons who are manufacturers of communications products for wireless networks and any industry organizations whose principal objective is to represent the interests of such persons and Wireless Vendor Category shall be construed accordingly;
- IT/Applications/Software Vendors: persons who are manufacturers of information technology or software or applications products for wireless networks and any industry organizations whose principal objective is to represent the interests of such persons and IT Vendor Category shall be construed accordingly;
- Content Media, Financial and/or Service Providers and Other: persons who are providers of content media, financial and/or value added services for wireless networks and any other person or persons to the extent that such persons cannot be categorised into any other Category and any industry organizations whose principal objective is to represent the interests of such persons and Content/Other Category shall be construed accordingly;

and any variations or additions to, or deletions or revisions of, the same as may from time to time be determined by the Full Board by a Special Majority Resolution;

Category Representation Ratio

the ratio of Directors per Category which shall be five Directors from the Operator Category to three Directors from the Wireless Vendor Category to three Directors from the IT Vendor Category to one Director from the Content/Other Category so that such ratio is 5 : 3 : 3 : 1;

CDMA Operators

operators that provide telephony and data services using code division multiple access

based on IS-95 and IS-2000 technologies, including future evolved versions of these technologies;

CDMA Director an Elected Director who is appointed to represent the CDMA Members in accordance with these Articles;

CDMA Members Full Members in the Operator Category who have identified themselves in the Application Form (and/or have otherwise been accepted by the Full Board) as being CDMA Operators;

Class of Membership Sponsor Member, Full Member, Associate Member and Supporter Member as the case may be;

Content/Other Director an Elected Director who is appointed to represent the Full Members in the Content/Other Category in accordance with these Articles;

control in relation to a body corporate, means the power of any person ("that person") to secure:

(i) by means of the holding of shares or the possession of voting power in or in relation to that or any other body corporate; or

(ii) by virtue of any powers conferred by the articles of association or other document regulating that or any other body corporate,

that the affairs of the first-mentioned body corporate are conducted in accordance with the wishes of that person, and, in relation to a partnership, means the right to a share of more than one-half of the assets, or of more than one half of the income of the partnership;

Director a person appointed as an Elected Director or a Sponsor Director of the Company in accordance with these Articles;

Elected Director a person appointed as a Director of the Company in accordance with Articles 31, 42 or 43;

Executive Committee	the committee established at the discretion of the Directors pursuant to Article 55;
Full Board	the board of Directors of the Company for the time being;
Full Member	each member who is then designated in a Category for the purposes of these Articles and elects to become and is accepted as and who pays the requisite Full Member fee in accordance with the Application Form and these Articles;
Group	all persons who are Affiliated to each other;
High Revenue Group	<p>a Group whose total gross revenue is US\$100 million or more (or such other figure as the Full Board may determine from time to time by a Special Majority Resolution):-</p> <p>for the last completed accounting year immediately prior to the Adoption Date (in the case of any person in such Group who or which is a member of the Company on the Adoption Date and for the purposes of determining which type of membership such member may (or must) in accordance with these Articles adopt following the Adoption Date); or</p> <p>for the last completed accounting year immediately prior to the relevant person applying to join the Company (in the case of a person who or which applies to become and becomes a member of the Company after the Adoption Date and for the purposes of determining which type of membership such applicant must adopt in accordance with these Articles); or</p> <p>as stated in any relevant Revenue Statement (in the case of any person in such Group who or which is or wishes to become an Associate Member or a Supporter Member on or after the Adoption Date and for the purposes of determining whether such Associate Member or Supporter Member must become a Full Member or a Sponsor Member or whether a Sponsor Member or a Full Member is entitled to become an Associate Member or a Supporter Member);</p>

High Revenue Individual	<p>an individual or single member or applicant whose gross revenue is US\$100 million or more (or such other figure as the Full Board may determine from time to time by Special Majority Resolution):-</p> <p style="padding-left: 40px;">for the last completed accounting year immediately prior to the Adoption Date (in the case of any individual or single member who is a member of the Company on the Adoption Date);or</p> <p style="padding-left: 40px;">for the last completed accounting year immediately prior to the relevant individual or single applicant applying to join the Company (in the case of an individual or single applicant who applies to become and becomes a member of the Company after the Adoption Date); or</p> <p style="padding-left: 40px;">as stated in any relevant Revenue Statement (in the case of any person who or which is or wishes to become an Associate Member or a Supporter Member on or after the Adoption Date and for the purposes of determining whether such Associate or Supporter Member must become a Full Member or a Sponsor Member or whether a Sponsor Member or a Full Member is entitled to become an Associate Member or a Supporter Member);</p>
IT Vendor Director	an Elected Director who is appointed to represent the Full Members in the IT Vendor Category in accordance with these Articles;
member	any person or entity who or which applies to become, and is accepted as, a member of the Company in accordance with Article 3 and any successor in title or interest to any such member;
New Appointment Date	the date on which the Elected Directors are appointed in accordance with Article 42.4;
Office	the registered office of the Company for the time being;
Operator Director	an Elected Director who is appointed to represent the Full Members in the Operator Category in accordance with these Articles;
Register	the register of members of the Company;

Renewal Date	the date on which a member's annual membership fee becomes due and payable;				
Revenue Statement	a statement sent by an applicant or member to the Company (and signed by an authorized person of such applicant or member) as required by these Articles (or as may otherwise be required by the Full Board) which verifies the Class of Membership for such member or applicant in any particular year or (in the case of a member or applicant wishing to become Sponsor Member) which verifies the level of fees payable by such member or applicant in any particular year;				
Seal	the Common Seal of the Company;				
Special Majority Resolution	a resolution passed by a majority consisting of at least three-fourths of the Directors present and voting at a meeting of the Full Board which is quorate;				
Specification	a document, either on paper or in an electronic file, containing a set of detailed technical specifications designed or adopted for use in the context of advanced mobile services or other value added mobile services utilizing the Standards, as approved in accordance with Articles 55.7 and 55.8;				
Sponsor Director	a Director appointed by a Sponsor Member in accordance with Article 41;				
Sponsor Member	each member who is then designated in a Category for the purposes of these Articles and who elects to become and who is accepted as and who pays the requisite Sponsor Members fee in accordance with the Application Form and these Articles;				
Standards	the following wireless network standards: <table> <tr> <td>GSM 900:</td> <td>Global System for Mobile communications operating in the 900 MHz band;</td> </tr> <tr> <td>GSM 1800:</td> <td>Global System for Mobile communications operating in the 1800 MHz band;</td> </tr> </table>	GSM 900:	Global System for Mobile communications operating in the 900 MHz band;	GSM 1800:	Global System for Mobile communications operating in the 1800 MHz band;
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GSM 1800:	Global System for Mobile communications operating in the 1800 MHz band;				

GSM 1900:	Global System for Mobile communications operating in the 1900 MHz band;
GSM 850:	Global System for Mobile communications operating in the 850 MHz band;
PDC:	Personal Digital Cellular;
CDMA (IS - 95 and/or IS-2000 and/or EVDO):	Code Division Multiple Access operating in any frequency band;
US-TDMA (IS - 136):	United States Time Division Multiple Access operating in any frequency band;
i DEN (ESMR):	Integrated Dispatch Enhanced Network (Enhanced Special Mobile Radio) operating in any frequency band;
DataTAC;	
Mobitex;	
CDPD:	Cellular Digital Packet Data;
DECT:	Digital Enhanced Cordless Telephone;
PHS	Personal Handyphone System;
FLEX™	One-way digital numeric/alphanumeric/binary paging protocol;
ReFLEX™	Two-way digital numeric/alphanumeric/binary paging protocol;
GPRS	General Packet Radio Service;
EDGE	Enhanced Data rates for Global (or GSM) Evolution;
IMT-2000	International Mobile Telecommunications - 2000;
UMTS	Universal Mobile Telecommunications System;
W-CDMA	Wideband - Code Division Multiple Access;

and in addition other present and future wire line and wireless network standards supporting the Internet Protocol family;

and any variations or additions to, or deletions or revisions of, the same as may from time to time be determined by the Full Board by a Special Majority Resolution;

Statutes	the Act and every other statute for the time being in force concerning companies and affecting the Company;
Supporter Member	each member who or which conforms to an Associate/Supporter Criteria for the purposes of these Articles and elects to become a Supporter Member;
Working Group	a committee established by the Full Board to develop and/or establish and/or review and/or otherwise consider or progress a Specification(s) and/or any other common standard(s), on such terms as to its composition and operation as the Full Board may, in its absolute discretion, from time to time determine;
Wireless Vendor Director	an Elected Director who is appointed to represent the Full Members in the Wireless Vendor Category in accordance with these Articles;
month	calendar month;
year	calendar year;
in writing/written	written or produced by any substitute for writing or partly one and partly another.

- 2.2 The expression "Secretary" shall include any person appointed by the Directors to perform any of the duties of the Secretary including, but not limited to, a joint, assistant or deputy Secretary.
- 2.3 Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. Words denoting persons shall include bodies corporate and unincorporated associations.
- 2.4 References to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment of the same for the time being in force (whether coming into force before or after the incorporation of the Company).
- 2.5 Any words or expressions defined in the Act shall (subject as set out in the preceding provisions of this Article) have the same meanings in these Articles (if such meaning is not inconsistent with the subject or the context in which the word or expression is used).
- 2.6 A special or extraordinary resolution shall be effective for any purpose for which an ordinary resolution is required under these Articles.

MEMBERS

3. Admission To Membership And Alterations Of Membership Status

Admission

- 3.1 Any persons who or which are admitted to membership in accordance with these Articles shall be members of the Company.
- 3.2 No person shall be admitted as a member of the Company unless he is approved as a member of the Company pursuant to this Article 3 and, if that applicant (or an Affiliate of such applicant) shall have previously ceased to be a member in the circumstances set out in Article 4.3, has been approved by the Executive Committee (or any other committee of the Full Board established for the purpose). The Executive Committee (or such other committee) may, in its absolute discretion, refuse to approve an applicant for membership in any such case.
- 3.3 Every person who wishes to become a member shall deliver to the Company an Application Form, executed by him, together with a Revenue Statement, such evidence as regards the Category or Associate/Supporter Criteria designated in the Application Form by such applicant, such evidence as regards that person's ability to be legally bound by the terms of the Application Form, or such other evidence as the Directors may, in their absolute discretion, from time to time require.
- 3.4 No amendments shall be made to any section of the Application Form (including any Schedule to that Form) which contains provisions relating to intellectual property rights or obligations relating to confidential information and/or confidentiality unless the prior written consent of all the Directors has been given for such amendments.
- 3.5 Any High Revenue Individual or, the first applicant from a High Revenue Group, must apply to become either a Sponsor Member or a Full Member and may not apply to become an Associate Member or Supporter Member except (in the case of an applicant from a High Revenue Group) when another member of that High Revenue Group has applied to become (and becomes) a Sponsor Member or a Full Member.
- 3.6 If the only Full Member or Sponsor Member in a High Revenue Group ceases (for whatever reason) to be a Full Member or Sponsor Member and at least one other member of that High Revenue Group is an Associate Member or a Supporter Member (and in the case of a member ceasing to be a Sponsor Member no members of that High Revenue Group are Full Members), one member of that Group must apply, promptly on the cessation of the membership of the Full Member or Sponsor Member, to become a Full Member or Sponsor Member, by completing the Application Form as required by Article 3.3. If no such application is received at the Office within 30 days of such cessation, all Associate Members and Supporter Members in that Group shall be deemed to have given notice to withdraw from the

Company with immediate effect. Such notice and withdrawal shall take effect accordingly.

- 3.7 Any individual or single member or applicant who or which is not a High Revenue Individual or is not a member of a High Revenue Group or, where there is more than one member or applicant in a Group which is not a High Revenue Group, such individual or single member or applicant and each member or applicant of such Group may elect to become either a Sponsor Member, Full Member, Associate Member or Supporter Member.

Alteration Of Class of Membership

- 3.8 Any person who is a Full Member of the Company as at the Adoption Date:-

3.8.1 shall not be entitled to change their Class of Membership to become an Associate Member or a Supporter Member before the first Renewal Date following the Adoption Date. If such a person wishes to alter their Class of Membership to become an Associate Member or a Supporter Member it shall at least 30 days prior to the relevant Renewal Date provide notice in writing to the Company together with a Revenue Statement verifying that it complies with one of the Associate/Supporter Criteria. The alteration shall be subject to approval of the Full Board and take effect on the relevant Renewal Date; or

3.8.2 may notify the Company in writing at any time that it intends to alter its Class of Membership to become a Sponsor Member. In doing so such person must provide a Revenue Statement to verify the requisite fee which is payable and such alteration shall take effect upon payment of the requisite fee.

- 3.9 Any person who is an Associate Member of the Company as at the Adoption Date:-

3.9.1 must at the next Renewal Date following the Adoption Date alter the status of their Class of Membership to become either a Full Member or a Sponsor Member if such person does not satisfy either of the Associate/Supporter Criteria; or

3.9.2 may notwithstanding the fact that it satisfies either of the Associate/Supporter Criteria notify the Company in writing at any time that it intends to alter its Class of Membership to become a Full Member or a Sponsor Member. In doing so such person must (in the case of such person altering its Class of Membership to become a Full Member) specify the Category in which it wishes to be allocated and (in the case of such person altering its Class of Membership to become a Sponsor Member) provide a Revenue Statement to verify the requisite fee that is payable and in each case such alteration shall take effect upon payment of the requisite fee; or

3.9.3 shall not be entitled to change its Class of Membership to become a Supporter Member before the first Renewal Date following the Adoption Date. If such person wishes to alter its Class of Membership to become a Supporter Member after the first Renewal Date following the Adoption Date it shall at least 30 days prior to the relevant Renewal Date notify the

Company in writing of its intention to do the same. The alteration shall subject to approval of the Full Board take effect on the relevant Renewal Date.

- 3.10 A Sponsor Member may not alter its Class of Membership to become a Full Member at any time during the period commencing with the determination of the Full Board pursuant to Article 42.5 and ending on the appointment of any Elected Directors following that nomination procedure but otherwise may between the end of this period and prior to March 15 of the following year, notify the Company in writing that it intends to alter the status of its membership to become a Full Member, save that the Full Board may by majority vote and in its sole discretion permit a Sponsor Member to make such notification outside the relevant period. Any such alteration shall, subject to the approval of the Full Board take effect on the Renewal Date (and in the case of a notification made after a Renewal Date and prior to March 15 shall be deemed to have taken effect on the last Renewal Date which falls prior to March 15).
- 3.11 Subject to Article 3.8.1, a Full Member or Sponsor Member may at any time notify the Company in writing that it intends to alter its Class of Membership to become an Associate or Supporter Member. In doing so it must specify the Associate/Supporter Criteria applicable to that member and provide a Revenue Statement verifying that it complies with that Associate/Supporter Criteria. Any alteration shall be made subject to the approval of the Full Board and shall if notification is made on or before March 15 in any year take effect on the Renewal Date immediately preceding such notification but otherwise shall take effect on the Renewal Date next following such notification unless the Full Board acting by majority vote and in its sole discretion determines otherwise.
- 3.12 A Full Member may notify the Company in writing at any time that it intends to alter its Class of Membership to become a Sponsor Member. Such alteration shall take effect upon payment of the requisite fee.
- 3.13 A Full Member may:-
- 3.13.1 not change to another Category at any time during the period commencing with the determination made by the Full Board pursuant to Article 42.5 and ending on the appointment of Elected Directors following the nomination procedure relating to that determination; but otherwise
- 3.13.2 (subject to Article 3.13.1) change to a new or another Category if the Full Board determines that that Category genuinely reflects more accurately that member's business. In such case, if a member wishes to change from one Category to another, that member must notify the Full Board in writing specifying the reasons for the proposed change. The alteration in Categories shall take effect on the date of notification by the Full Board to the relevant member of its acceptance of the same.
- 3.14 An Associate Member or a Supporter Member may notify the Company at any time of its intention to alter its Class of Membership to become a Sponsor Member or a Full Member. In doing so such member must, specify the

Category in which it wishes to be allocated and such alteration shall take effect upon payment of the requisite fee.

- 3.15 An Associate Member may at any time notify the Company in writing that it intends to alter its Class of Membership to become a Supporter Member. Any alteration shall be made subject to approval of the Full Board and shall if notification is made on or before March 15 in any year take effect on the Renewal Date immediately preceding such notification but otherwise shall take effect on the Renewal Date next following such notification unless the Full Board acting by majority vote and in its sole discretion determines otherwise.
- 3.16 Each member may be required to submit a Revenue Statement to the Company which shall accompany the payment of its relevant membership fee in each year and where relevant such member shall be notified by the Company of such requirement.
- 3.17 If any member fails to submit a Revenue Statement when required in accordance with Article 3.16 and subsequently fails to submit the same within 30 days of the Company reminding the member in writing that it has not complied with that obligation, then:-
- 3.17.1 if such member is an Associate or Supporter Member, such member shall automatically become a Full Member and be designated in the Content/Other Category and the Company shall be entitled to invoice such member for the then current fee applicable to a Full Member; or
- 3.17.2 if such member is a Sponsor Member, the Company shall be entitled to invoice such member for the then highest current fee applicable to a Sponsor Member.

4. **Cessation Of Membership**

- 4.1 Any member may at any time withdraw from the Company by giving notice to that effect to the Company. Any such notice to withdraw shall take effect from the date so specified in the notice or, if no such date is specified, one month after receipt of the same by the Company. Membership shall not be transferable and shall cease on death, dissolution or insolvency.
- 4.2 Any member shall also be deemed to have given notice to withdraw from the Company with immediate effect in any of the circumstances listed in Article 4.3 or, in relation to the member specified, on the occurrence of any of the events set out in Article 4.4 and such notice and withdrawal shall take effect accordingly, save that
- 4.2.1 in relation to Article 4.4.1 the relevant Sponsor Members may both retain their membership of the Company provided that one of them (to be elected between themselves and notified to the Company within 30 days of the happening of the applicable event) shall notwithstanding any other provision of these Articles cease to be a voting member of the Company and provided that the Sponsor

Director representing such member shall resign forthwith in accordance with Article 41.4;

4.2.2 in relation to Article 4.4.2 the relevant members may both retain their membership of the Company provided that one of them (to be elected between themselves and notified to the Company within 30 days of the happening of the applicable event) shall notwithstanding any other provision of these Articles cease to be a voting member of the Company;

4.2.3 in relation to Article 4.4.3 and Article 4.4.4 the relevant members may both retain their membership of the Company provided that one of them (to be elected between themselves and notified to the Company within 30 days of the happening of the applicable event) shall notwithstanding any other provision of these Articles cease to be a voting member of the Company and provided that if the member who ceases to be a voting member is a Sponsor Member that the Sponsor Director representing such member shall resign forthwith in accordance with Article 41.4.

4.3 The relevant circumstances are:

4.3.1 if the restrictions set out in Article 22 shall be in force and the relevant member shall have failed to pay all moneys due within two months of receiving notice requiring it so to do;

4.3.2 if a member has materially breached the Application Form and (in the case of a material breach which is capable of remedy) fails to remedy the same within 30 days of receiving notice requiring it so to do;

4.3.3 without restricting the scope of Article 4.3.2, if a member has materially breached in any way any obligation as to confidentiality set out in the Application Form.

4.4 The relevant events are:-

4.4.1 if a Sponsor Member becomes (by whatever method) a successor in title or interest to, or acquires control of, another Sponsor Member. In such event, the member deemed to have given notice pursuant to Article 4.2 is the latter Sponsor Member;

4.4.2 if a member (other than a Sponsor Member or a Supporter Member) becomes (by whatever method) a successor in title or interest to, or acquires control of, another member (other than a Sponsor Member). In such event, the member deemed to have given notice pursuant to Article 4.2 is the latter member (or in the case of the former being a Supporter Member, the former);

4.4.3 if a Sponsor Member becomes (by whatever method) a successor in title or interest to, or acquires control of, another member (other than a Sponsor Member). In such event, the member deemed to have given notice pursuant to Article 4.2 is the latter member; and

- 4.4.4 if a member (other than a Sponsor Member) becomes (by whatever method) a successor in title or interest to, or acquires control of, a Sponsor Member. In such event, the member deemed to have given notice pursuant to Article 4.2 is the former member.

GENERAL MEETINGS

5. **Annual And Extraordinary General Meetings**

An Annual General Meeting shall be held not more than 18 months after the incorporation of the Company and subsequently once in every year, at such time (but not more than 15 months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Directors. All other General Meetings shall be called Extraordinary General Meetings.

6. **Convening Of General Meetings**

The Directors:

- 6.1 may whenever they think fit; and
- 6.2 shall, on requisition:
- 6.2.1 in accordance with the Statutes; or
- 6.2.2 from members representing not less than 10 per cent of the total voting rights of all the members having at the date of deposit of the requisition with the Company a right to vote at General Meetings;

proceed with proper expedition to convene an Extraordinary General Meeting. The provisions of section 368 (3) to (8) of the Act shall apply (with any relevant modifications) to a requisition pursuant to Article 6.2.2.

7. **Rights Of Director To Convene Meetings**

If at any time there are not within a jurisdiction sufficient Directors capable of acting together to form a quorum, any Director may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

8. **Notice For General Meetings**

- 8.1 An Annual General Meeting and any Extraordinary General Meeting at which it is proposed to pass a special resolution or (except as provided by the Statutes) a resolution of which special notice has been given to the Company, shall be called by at least 21 days' notice in writing and any other Extraordinary General Meeting by at least 14 days' notice in writing. In calculating the period of notice, in each case, the day on which the notice is

served or deemed to be served and the day on which the meeting is to be held shall be excluded. The notice shall be given in the manner provided for in these Articles to all members other than those who are not, under the provisions of these Articles, entitled to receive such notices from the Company.

8.2 A General Meeting shall be deemed to have been duly called even if the notice given is less than that specified in Article 8.1 if it is so agreed:-

8.2.1 in the case of an Annual General Meeting, by all the members entitled to attend and vote at that meeting; and

8.2.2 in the case of an Extraordinary General Meeting, by a majority in number of the members having a right to attend and vote at that meeting, being a majority together representing not less than 95 per cent of the total voting rights at that meeting of all the members.

8.3 Associate Members shall have the right to receive notice of and attend General Meetings of the Company. Associate Members shall not have the right to speak at any General Meeting of the Company except on any resolution which is to be proposed abrogating, varying or modifying any of the rights or privileges of the Associate Members or for winding up the Company.

8.4 Supporter Members shall have the right to receive notice of but not the right to attend or speak at General Meetings of the Company.

9. Contents Of Notice Of General Meetings

9.1 Every notice calling a General Meeting shall specify the place and the day and hour of the meeting. The notice shall also state reasonably prominently that a member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and, on a poll, to vote instead of him and that a proxy need not be a member of the Company.

9.2 The notice shall specify the general nature of the business to be transacted at the meeting. If any resolution is to be proposed as an extraordinary resolution or as a special resolution, the notice shall contain a statement to that effect.

9.3 In the case of an Annual General Meeting, the notice shall also specify the meeting as such.

PROCEEDINGS AT GENERAL MEETINGS

10. Chairman

The Chairman of the Directors shall preside as chairman at a General Meeting. If there is no such Chairman or if, at any meeting, he is not present within five minutes after the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number to be chairman of the meeting.

11. **Quorum**

No business other than the appointment of a chairman shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Two or more Full Members and (for so long as there are at least two Sponsor Members) two or more Sponsor Members present in person or by proxy and together representing:

11.1 at any time when taken together there are less than 30 Full and Sponsor Members, not less than 51 per cent of the total voting rights at that meeting of all the Full and Sponsor Members taken together;

11.2 at any time when taken together there are 30 or more Full and Sponsor Members, not less than $33 \frac{1}{3}$ per cent of the total voting rights at that meeting of all the Full and Sponsor Members taken together;

shall be a quorum for all purposes.

12. **Lack Of Quorum**

If within five minutes from the time appointed for a General Meeting (or such longer interval as the chairman of the meeting may think fit to wait) a quorum is not present or if, during the meeting a quorum ceases to be present, the meeting shall be adjourned to such other day and such time and place as may have been specified for the purpose in the notice convening the meeting or, if not so specified, as the chairman of the meeting may determine.

13. **Adjournment**

The chairman of any General Meeting at which a quorum is present may, with the consent of the meeting, (and shall if so directed by the meeting) adjourn the meeting to another time (or indefinitely, to no fixed time) and another place. No business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned indefinitely, the time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for 30 days or more or indefinitely, at least seven days' notice of the adjourned meeting shall be given in the same manner as the notice for the original meeting. At any adjourned meeting, the quorum requirements set out in Article 11 shall apply.

14. **Notice Of Adjourned Meeting**

Except as required by any other Article, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

15. **Amendments To Resolutions**

If an amendment is proposed to any resolution under consideration but in good faith is ruled out of order by the chairman of the meeting, the proceedings on the main

resolution shall not be invalidated by any error in such ruling. No amendment (other than a mere clerical amendment to correct a patent error) to a resolution duly proposed as a special or extraordinary resolution may in any event be considered or voted upon.

POLLS

16. Demand For Poll

16.1 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:-

16.1.1 the chairman of the meeting; or

16.1.2 at least three Full Members and/or Sponsor Members present in person or by proxy and having the right to vote at the meeting or, in the case of any resolution on which Associate Members or Supporter Members are entitled to vote, at least three Associate Members or Supporter Members (as the case may be) present in person or by proxy and having the right to vote at the meeting on that resolution; or

16.1.3 a Full and Sponsor Member or Full and Sponsor Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Full and Sponsor Members taken together having the right to vote at the meeting.

16.2 A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman. A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

17. Procedure On A Poll

A poll shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers (who need not be members) and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

18. Voting On A Poll

On a poll, votes may be given either personally or by proxy. A person entitled to more than one vote need not use all its votes or cast all the votes it uses in the same way.

19. Timing Of Poll

A poll demanded on the choice of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such subsequent time (within a period of 30 days from the date of the meeting) and place as the chairman may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

VOTES

20. Votes Of Members

20.1 Subject as provided in these Articles, on a show of hands every member who is present in person or by proxy shall have one vote and on a poll, every member who is present in person or by proxy shall have one vote.

20.2 Associate Members shall have the right to vote at a General Meeting of the Company only if a resolution is to be proposed abrogating, varying or modifying any of the rights or privileges of the Associate Members or for winding up the Company (in which case they shall only be entitled to vote on such resolution).

20.3 Supporter Members shall not have the right to vote at any General Meeting of the Company.

20.4 On any resolution proposed:

20.4.1 to remove a Sponsor Director (whether under section 303 of the Act or otherwise); or

20.4.2 to vary the provisions of this Article 20.4;

the Sponsor Member which appointed that Sponsor Director (in the case of Article 20.4.1) shall have and be entitled to cast, and the Sponsor Members who attend (whether in person or by proxy) the relevant General Meeting or participate in any relative poll (in the case of Article 20.4.2) and who vote against such resolution shall in aggregate have or be entitled to cast, such number of additional votes (whether on a show of hands or on a poll) as shall be equal to the number of votes (if any) cast for such resolution, plus one. On any such resolution, a proxy for a Sponsor Member shall be entitled to vote on a show of hands.

20.5 On any resolution proposed:

20.5.1 to remove an Elected Director (whether under section 303 of the Act or otherwise) prior to the date on which such Elected Director would otherwise have to retire in accordance with these Articles; or

20.5.2 to vary the provisions of this Article 20.5;

the Full Members in the Category which the relevant Elected Director is deemed to represent (or in the case of a resolution proposed to remove the

CDMA Director, the CDMA Members) (in the case of Article 20.5.1) shall have and be entitled to cast, and the Full Members who attend (whether in person or by proxy) the relevant General Meeting or participate in any relevant poll (in the case of Article 20.5.2) and who vote against such resolution shall in aggregate have or be entitled to cast, such number of additional votes (whether on a show of hands or on a poll) as shall be equal to the number of votes (if any) cast for such resolution, plus one. On any such resolution, a proxy for a Full Member shall be entitled to vote on a show of hands.

21. **Chairman's Casting Vote**

In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a casting vote.

22. **Restriction On Voting In Particular Circumstances**

No member shall, unless the Full Board otherwise determine, be entitled:

- 22.1 to vote either personally or by proxy at a members' meeting; or
- 22.2 to exercise any other right conferred by membership in relation to members' meetings; or
- 22.3 to exercise any rights or powers conferred by these Articles on such member to nominate, elect or appoint any Director;

if any moneys payable by such member to the Company (whether pursuant to these Articles or to the conditions on which such member agreed to become a member of the Company or otherwise) shall be more than two months in arrears.

23. **Voting By Guardian**

If in England or elsewhere a guardian, receiver or other person (by whatever name called) has been appointed by any court claiming the right or entitlement to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such guardian, receiver or other person on behalf of such member to vote in person or by proxy at any General Meeting or to exercise any other right conferred by membership in relation to meetings of the Company.

24. **Validity And Result Of Vote**

- 24.1 No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered. Every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

- 24.2 Unless a poll is taken, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution.

PROXIES

25. **Proxy Need Not Be A Member**

Subject as set out in these Articles, any member of the Company may appoint another person as its proxy to attend and, (and subject as set out in Article 20.4) on a poll, to vote instead of him at General Meetings. A proxy need not be a member of the Company.

26. **Form Of Proxy**

The document appointing a proxy shall be in writing in any usual or common written form (including for the avoidance of doubt electronic form) or in any other written form which the Directors may approve. The form of proxy shall:-

- 26.1 in the case of an individual member, be signed by that individual or its attorney (or otherwise to the satisfaction of the Full Board be identifiable as originating from such individual); and
- 26.2 in the case of a member which is a corporation, be either sealed with its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation (or otherwise to the satisfaction of the Full Board be identifiable as originating from such corporation).

The signature (or other such form of identification) on any such form of proxy need not be witnessed.

27. **Deposit Of Form Of Proxy**

A form of proxy (together with the original or a certified copy of any letter or power of attorney, if the form of proxy has been signed by an attorney) must:-

- 27.1 for the general meeting or adjourned meeting at which it is to be used, be delivered:-
- 27.1.1 either to the place (or in the case of proxies transmitted in electronic form to the electronic mail address) specified in (or in a note to) the notice convening the meeting for the delivery of forms of proxy, at least one hour before the time fixed for the start of that meeting; or
- 27.1.2 to the Secretary of the Company or the chairman of the meeting at the place where the meeting is to be held, on the day of, and before the time fixed for the start of, the meeting; and

27.2 in the case of a poll which is not to be taken at or on the same day as the general meeting or adjourned meeting at which the relevant resolution has been proposed, be delivered:-

27.2.1 either to the place (or in the case of proxies transmitted in electronic form to the electronic mail address) specified in (or in a note to) the notice convening the meeting for the delivery of forms of proxy, at least one hour before the time fixed for taking the poll; or

27.2.2 to the Secretary of the Company or the chairman of the meeting at the place where the poll is to be taken, on the day, and before the time, fixed for taking the poll.

If no place is specified in (or in a note to) the notice convening the meeting for the delivery of forms of proxy, then such forms may be delivered instead to the Company's registered office. A form of proxy will be valid for any adjournment of a meeting in addition to the meeting to which it relates, unless it is stated on the relevant form that the form of proxy cannot be used at any such adjournment. If a form of proxy relates to more than one meeting (including any adjournment of any such meeting) and has been delivered as required by this Article 27 for or in respect of one of those meetings, it will be valid for all subsequent meetings to which it relates and need not be re-delivered.

28. **Rights Of Proxy**

Subject as set out in these Articles, a form appointing a proxy shall be deemed to include the right to demand or join in demanding a poll but shall not confer any further right to speak at the meeting, except with the permission of the chairman of the meeting.

29. **Revocation Of Proxy**

A vote cast or demand for a poll made by a proxy shall not be invalidated by the previous death or insanity of the member or by the revocation of the appointment of the proxy or of the authority under which the appointment was made unless written notice of such death, insanity or revocation has been received by the Company at the Office at least one hour before the commencement of the meeting or adjourned meeting or (in the case of a poll which is not taken at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

CORPORATIONS ACTING BY REPRESENTATIVES

30. Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any members' meeting. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company. Such corporation shall, for the purposes of these Articles, be deemed to be present in person at any such meeting if a person so authorised is present at that meeting.

DIRECTORS

31. Number Of Directors

Subject as set out in these Articles, the minimum number of Elected Directors shall be twelve and there shall be no maximum number. If at any point in time there are less than twelve Elected Directors and the vacant position(s) cannot be filled pursuant to any other Article, the Full Board may fill such position as a casual vacancy provided that any such person who is so appointed must retire at the Annual General Meeting next following its appointment. If the number of Elected Directors falls below twelve and the Full Board is unable for whatever reason to fill the vacant position(s) in accordance with these Articles then this shall not be deemed to be a breach of the Articles and the minimum number of Elected Directors shall be deemed to be such number of Elected Directors below twelve who remain as Elected Directors. There shall be no minimum or maximum number of Sponsor Directors. The Company may by special resolution from time to time set and/or vary the minimum number and/or maximum number of Directors.

32. Directors' Qualification

A Director who is not a member of the Company shall nevertheless be entitled to attend and speak at members' meetings.

33. Directors' Fees

No ordinary remuneration or fees shall be payable to the Directors unless and until determined by special resolution of the Company. Such remuneration (if so approved) shall (unless such special resolution provides to the contrary) be divisible among the Directors as they may agree, or, failing agreement, equally, but any Director who holds office for part only of the period in respect of which such remuneration is payable shall be entitled only to a proportion of such remuneration, related to the period during which he has held office.

34. Other Remuneration Of Directors

Any Director who holds any executive office or who serves on any committee of the Directors or who otherwise performs services which, in the opinion of the Directors, are outside the scope of the ordinary duties of a Director may be paid such extra remuneration by way of salary, commission or other means or may receive such other benefits if and only to the extent that the Full Board by Special Majority Resolution may determine.

35. Directors' Expenses

The Full Board may agree to repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors or of any committee of the Directors or members' meetings or otherwise in or in connection with or about the business of the Company.

36. Directors' Pensions And Other Benefits

No gratuities, pensions or other retirement, superannuation, death or disability benefits shall be payable to (or to any person in respect of) any Director or ex-Director unless and until determined by special resolution of the Company. If any such gratuities, pension or other benefits are so approved, the Directors shall have power to pay and agree to pay the same and, for the purpose of providing any such gratuities, pensions or other benefits, to contribute to any scheme or fund or to pay premiums.

37. **Directors' Interests In Contracts**

A Director may be party to or in any way interested in any contract or arrangement or transaction to which the Company is a party or in which the Company is in any way interested. A Director may also hold and be remunerated in respect of any office or position (other than the office of Auditor) under or in the Company or any other company in which the Company is in any way interested. Such Director (or any firm of which he is a member) may act in a professional capacity for the Company or any such other company and be remunerated for so acting. Any such Director may (save as otherwise agreed by him) retain for its own absolute use and benefit all profits, benefits and advantages which he may derive or receive (directly or indirectly) from or as a result of any such contract, arrangement, or transaction, office or position or so acting.

38. **Appointment Of Executive Directors**

38.1 The Directors may from time to time appoint any one or more Directors to be the holder of any executive office (including, where considered appropriate, the office of Chairman) on such terms and for such period as they may (subject to the provisions of the Statutes) determine. The Directors may, without limiting or prejudicing in any way the terms of any contract entered into in any particular case, at any time revoke or vary the terms of any such appointment.

38.2 The appointment of any Director to the office of Chairman or Deputy Chairman or Managing Director shall terminate automatically if he ceases to be a Director but any such termination shall not, of itself, limit or reduce in any way any claim for damages which he may have for breach of any contract of service between him and the Company.

38.3 The appointment of any Director to any other executive office shall not terminate automatically if he ceases to be a Director, unless the contract or resolution under which he holds such executive office shall expressly state that such termination is to occur, in which event such termination shall not, of itself, limit or reduce in any way any claim for damages which he may have for breach of any contract of service between him and the Company.

39. **Powers of Executive Directors**

The Directors may entrust to and confer upon any Director holding any executive office any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or

to the exclusion of their own powers. The Directors may from time to time revoke, withdraw, alter or vary all or any of such powers.

APPOINTMENT AND RETIREMENT OF DIRECTORS

40. **Age Limit**

Any provision of the Statutes which, subject to the provisions of these Articles, would have the effect of rendering any person ineligible for appointment or election as a Director or liable to vacate office as a Director on account of such Director having reached any specified age or of requiring special notice or any other special formality in connection with the appointment or election of any Director over a specified age, shall not apply to the Company.

41. **Sponsor Directors**

41.1 Subject to Article 41.4, each Sponsor Member may at any time and from time to time appoint any person to be a Sponsor Director and may remove from office any such director. Any such appointment or removal shall be in writing, signed by and on behalf of the relevant Sponsor Member, and shall be sent or delivered to the Company at the Office. Any such appointment or removal shall take effect upon delivery of such notice to the Office.

41.2 The Sponsor Directors shall not be subject to the provisions relating to retirement by rotation set out in Articles 42 or 43.

41.3 If a Sponsor Member ceases to be a member, that Sponsor Member shall be deemed, at the same time, to have given notice in writing to the Company at the Office, pursuant to Article 41.1, to remove, with immediate effect, any Sponsor Director appointed by such Sponsor Member and then holding office.

41.4 If at any point in time, more than one member of any Group is a Sponsor Member, such Sponsor Members shall between them only be entitled to appoint one Sponsor Director pursuant to these Articles.

41.5 If any person notifies the Company of its intention to become a Sponsor Member in any year on or after the date on which the number of Elected Director vacancies is determined by the Directors in accordance with Article 42.5, then such person shall be entitled to appoint a Sponsor Director in accordance with Article 41.1 and such Director shall be entitled to receive notice of, attend and speak at any meetings of the Directors but shall not be entitled to vote at such meetings until the conclusion of the second Annual General Meeting after such person becomes a Sponsor Member (if such person becomes a Sponsor Member before the Annual General Meeting held in the year when the notification is made) or until the conclusion of the first Annual General Meeting after such person becomes a Sponsor Member (if such person becomes a Sponsor Member after the Annual General Meeting held in the year when the notification is made). If any person notifies the Company of its intention to become a Sponsor Member in any year before the date on which

the number of Elected Director vacancies is determined by the Directors in accordance with Article 42.5, then this Article 41.5 shall not apply.

42. Elected Directors

42.1 Save as set out in these Articles, Each Category must have at least one Elected Director who is appointed to represent the members in that Category.

42.2 Subject to Article 31, there shall be a minimum of twelve Elected Directors which shall except as set out in Articles 31 and 43.10, include a minimum of five Operator Directors, three Wireless Vendor Directors, three IT Vendor Directors and one Content/Other Director.

42.3 Unless the Full Board resolves otherwise by Special Majority Resolution, at least one Operator Director shall be a CDMA Director. However notwithstanding this, the CDMA Members may nominate or otherwise elect any person to fill any other Operator Director vacancies.

42.4 If at the Adoption Date the Full Board is not constituted as provided for in Articles 42.2 and 42.3 or the criteria set out in Articles 42.6.2 to 42.6.5 inclusive the Full Board however constituted at that time shall as soon as reasonably practicable after the Adoption Date implement a process by which Elected Directors shall be appointed in order to comply with such Articles. The summary details of such process shall be notified to all Full Members and Sponsor Members within 7 days of the Adoption Date. The process shall be as the Full Board may decide in its sole discretion provided always that:-

42.4.1 a Director of the Company as at the Adoption Date may if he wishes (and if the member which employs him or to which such director is otherwise contractually obliged has not notified the Company of its intention to become a Sponsor Member) be nominated for appointment as an Elected Director; and

42.4.2 by 5pm GMT on 31 July 2002 the Company must receive at the Office written notification from the members specifying which Category they wish to be aligned to provided that:-

42.4.2.1 members who are before the Adoption Date aligned to an operator category shall (unless the Full Board approve otherwise) automatically be aligned to the Operator Category; and

42.4.2.2 members who are before the Adoption Date aligned to a category other than an operator category but do not notify the Company in writing which of the Categories (other than the Operator Category) they intend to align to by the date specified in Article 42.4.2 shall automatically be designated to the Content /Other Category; and

42.4.3 the process shall in so far as is reasonably practicable follow the process of nomination and ballot as set out in Article 43; and

42.4.4 the Company must receive at the Office by 5pm GMT on 26 August 2002 from all members that intend to become Sponsor Members written notice confirming the same so that the Full Board can determine the number of Elected Director vacancies available pursuant to the process to be determined by the Full Board under this Article 42.4; and

42.4.5 the Elected Directors elected pursuant to this Article 42 shall be appointed by no later than 13 November 2002 (the "New Appointment Date"); and

42.4.6 the Full Board shall convene a board meeting on the New Appointment Date at which :-

42.4.6.1 the identity of the new Elected Directors shall be declared by the Chairman of the Directors; and

42.4.6.2 the existing Directors (unless they have already become Sponsor Directors) shall be deemed to have resigned with effect from the end of such meeting; and

42.4.6.3 the new Elected Directors shall be deemed to have been appointed with effect from the end of such meeting.

42.4.7 half (or such number as nearly equates to half rounding down to the nearest whole number) of the Elected Directors appointed in accordance with this Article 42.4 shall retire at the end of the first Annual General Meeting following the New Appointment Date and half shall retire at the end of the second Annual General Meeting following the New Appointment Date. The decision as to which Elected Directors appointed pursuant to this Article 42.4 shall be deemed to retire at the end of the first Annual General Meeting following the New Appointment Date shall be made by the Chairman of the Directors drawing lots.

42.5 The number of vacancies available for Elected Directors at any Annual General Meeting and the Categories in which these vacancies arise shall be determined by the Full Board acting by Special Majority Resolution passed at least thirty days prior to the nomination forms being sent out in accordance with Article 43.

42.6 In deciding how many vacancies there shall be for Elected Directors at any Annual General Meeting and in which Categories these vacancies shall arise, the Full Board must take into account that:-

42.6.1 the minimum number of Elected Directors shall be twelve; and

42.6.2 the representation of the Directors on the Full Board in so far as is reasonably practicable approximate the Category Representation Ratio

(or such other ratio as the Full Board may from time to time decide by Special Majority Resolution); and

42.6.3 the number of Elected Directors shall not be less than 50 per cent of the total number of Sponsor Directors; and

42.6.4 no single Category shall be represented by 50% or more of the Directors on the Full Board; and

42.6.5 subject to the Full Board resolving otherwise by Special Majority Resolution at least one Operator Director shall be a CDMA Director; and

42.6.6 the Category (or Categories) which is or are the most under-represented according to the Category Representation Ratio must where practicable (but otherwise at the discretion of the Full Board) be given priority if new vacancies arise.

42.7 If in any year the Full Board resolves in accordance with Article 42.5 (and bearing in mind the guidelines laid down in Article 42.6 and the terms of Article 42.3) that the number of Elected Director positions must be reduced:-

42.7.1 the Full Board may determine that a number of the Elected Directors due to retire at the next Annual General Meeting shall not be replaced. The identities of those directors who shall not be replaced shall be decided by the Full Board by Special Majority Resolution (at all times having regard to the criteria set out in Article 42.6 and the terms of Article 42.3) failing which the decision shall be made by the Chairman drawing lots; and if

42.7.2 the number of Elected Directors must be reduced by more than the number of Elected Directors due to retire at the next Annual General Meeting, then none of those retiring Elected Directors shall be replaced and the identities of any additional Elected Directors who must retire at such Annual General Meeting shall be decided by the Full Board acting by Special Majority Resolution (at all times having regard to the criteria set out in Article 42.6 and the terms of Article 42.3) failing which the decision shall be made by the Chairman drawing lots.

43. **Nomination Procedure and Ballot Forms**

43.1 Save in respect of the appointment of the first Elected Directors in accordance with Article 42.4, no Elected Director, may be appointed unless he has been nominated or otherwise appointed in accordance with this Article (but it is not obligatory for any person so nominated to be appointed).

43.2 Save as set out in these Articles, each Category must have at least one Elected Director who is appointed to represent the members in that Category.

- 43.3 Each Sponsor Member and Full Member in a particular Category may nominate, for appointment as an Elected Director (as and when one or more vacancies arise for an Elected Director in that Category), one person for each vacancy in that Category (but any such person must be employed by, or otherwise contractually obligated to, a Full Member (which can be the member nominating such person) in that Category or an Affiliate (whether or not an Associate or Supporter Member) of that Full Member). In addition each CDMA Member and each Sponsor Member who is designated as a CDMA Operator may subject to Article 42.3 nominate for appointment as a CDMA Director as and when the vacancy arises for such position, one person who is a CDMA Member (but any such person must be employed by, or otherwise contractually obligated to, a CDMA Member (who can be the member nominating such person) or an Affiliate (whether or not an Associate or Supporter Member) of that CDMA Member. If there are two or more Sponsor Members or Full Members from the same Group in any Category, such members shall between them only be entitled to nominate one person from their Group in that Category (but any such person must be employed by, or otherwise contractually obligated to, a Full Member (which can be the member nominating such person) in that Category or an Affiliate (whether or not an Associate or Supporter Member) of that Full Member).
- 43.4 Any such nomination shall be made on a nomination form supplied by the Company. Such form must be lodged at the Office (or in the case of nominations transmitted in electronic form, to the electronic mail address specified by the Company) by the time specified on the relevant form and, if not so returned, shall not be valid. Such form must also include or be accompanied by a notice in writing signed by (or otherwise in the case of nomination forms transmitted by electronic mail to the satisfaction of the Full Board be identifiable as originating from) the person nominated confirming such person's willingness to be appointed as a director and the particulars which would, if such person were to be appointed as a director, be required to be included in the Company's register of directors. If such nomination form does not include or is not accompanied by such consent and/or particulars, such nomination will not be treated as valid.
- 43.5 The nomination form shall be in such form as the Directors of the Company may from time to time specify but must include a list of the Categories and must include a summary of the requirements contained in Article 43.4.
- 43.6 At each Annual General Meeting following the New Appointment Date, and subject always to the provisions of Articles 42.5 to 42.7 inclusive, additional Elected Directors shall be appointed (by ordinary resolution passed at such meeting or pursuant to a ballot in accordance with Article 43.8) in place of those retiring, after the nomination procedure described in Article 43.9 has been implemented. On each ordinary resolution for the appointment of a new or additional Elected Director (or in the ballot form as set out in Article 43.8), members shall be entitled to cast votes only on the basis set out in Article 43.9.4 (ignoring references to marking the ballot forms for this purpose). Each such replacement or additional Elected Director shall subject to the provisions of Article 42.7, hold office until the conclusion of the second Annual General Meeting after its appointment.

- 43.7 A retiring Elected Director shall be eligible for re-election. The retirement of an Elected Director at an Annual General Meeting shall not have effect until the conclusion of the meeting except where a resolution is passed to elect some other person in the place of the retiring director or a resolution for such director's re-election is put to the meeting and lost. Accordingly, a retiring director who is re-elected at any Annual General Meeting at which he retires shall be deemed to continue in office without a break. However, if such person is not expressly elected at the relevant Annual General Meeting, he shall not be deemed to have been re-elected.
- 43.8 Notwithstanding the provisions of Articles 43.6 to 43.11 (inclusive), if the Full Board so decide (in its absolute discretion) the election of Elected Directors in any year or years may be effected by the use of ballot forms instead of by resolution at the Annual General Meeting. In any such case:
- 43.8.1 the list of persons nominated referred to in Article 43.9 shall be incorporated in a ballot form or (if the Directors decide in their absolute discretion) one or more ballot forms (which shall otherwise be in such form or forms as the Directors may approve) instead of the notice convening the relevant Annual General Meeting;
- 43.8.2 the Full Board shall, by resolution, appoint as Elected Directors the relevant persons selected;
- 43.8.3 references in this Article 43 to votes cast at any Annual General Meeting or votes being received in an election for Elected Directors shall be deemed to include (except where the context expressly requires otherwise) votes cast or received by marking a ballot form; and
- 43.8.4 Elected Directors appointed pursuant to this Article 43.8 shall be deemed to have been elected by ordinary resolution at the Annual General Meeting for that year. The relevant provisions of this Article 43 shall apply to and in respect of such appointments and shall be construed and applied accordingly.
- 43.9 The following procedures shall apply for the nomination of Elected Directors and for the appointment (where ballot forms are used) of such Elected Directors:
- 43.9.1 to enable eligible members to nominate persons for appointment as Elected Directors at any Annual General Meeting, the Secretary shall arrange for nomination forms to be sent to each eligible member of the Company at least nine weeks before the date proposed to be fixed for the Annual General Meeting. The provisions of Articles 43.2 and 43.3 shall apply to any such nominations and the provisions of Articles 43.4 and 43.5 shall apply to any such nomination form. The nomination forms must be returned no less than six weeks before the proposed date for such meeting and, if not so returned, will not be treated as valid;

- 43.9.2 on receipt of the valid nomination forms, the Secretary shall confirm that each person nominated satisfies the requirements set out in Articles 43.3 and 43.4 and shall then compile a list of the persons nominated in accordance with the nomination procedure described above;
- 43.9.3 such list shall then be incorporated in the notice convening the relevant Annual General Meeting or, in any case where Article 43.9 applies, in a ballot form or (if the Directors decide in their absolute discretion) one or more ballot forms (which shall otherwise be in such form or forms as the Directors may approve). A copy of the ballot form(s) shall be sent to each Sponsor Member and Full Member entitled to vote on such ballot form (or forms). If there is one ballot form for each relevant Category (or the position of CDMA Director) a copy of the relevant ballot form shall be sent only to each Sponsor Member and Full Member in the relative Category (or to the CDMA Members or Sponsor Members who are designated as a CDMA Operator in respect of the CDMA Director). Such forms shall in, each case, be sent no later than 14 days after the last date for the return of the nomination forms ("**closing date**"). A list of the nominees in each Category (or in respect of the position of CDMA Director) shall also be sent to each member, at the same time as the relevant ballot forms are issued;
- 43.9.4 in respect of all Categories (or in respect of the position of CDMA Director), each Sponsor Member and Full Member may only cast one vote for each of the vacant positions for Elected Director in the Category in which he is designated for membership purposes and may only vote for one person for each of the vacant positions in that Category (provided that in the case of the position of CDMA Director for which only CDMA Members or the Sponsor Members designated as CDMA Operators may vote) by marking the ballot form accordingly in accordance with the instructions given;
- 43.9.5 ballot forms must be returned to the Secretary no later than 5 weeks after the closing date and in any event at least one week prior to the proposed date of the Annual General Meeting and, if not so returned, shall not be treated as valid and any votes shown on any such form shall not be counted;
- 43.9.6 the Secretary shall count the votes cast on the ballot forms validly received and shall compile a return accordingly for the Directors;
- 43.9.7 the person with the highest number of votes in a Category (or in respect of any vote for the position of CDMA Director) shall be appointed as the Elected Director for that Category (or as the CDMA Director as the case may be) by the Full Board pursuant to Article 43.8.2;
- 43.9.8 if there is more than one vacancy for an Elected Director in a particular Category, the persons with the next highest number of votes shall be appointed as the Elected Directors for that Category

by the Full Board pursuant to Article 43.8.2 until all positions have been filled;

43.9.9 if two or more persons have received an equal number of votes for the position of Elected Director in a Category (or for the position of CDMA Director) and there is only one unfilled vacancy left to be filled in that Category (or for the position of CDMA Director), then the Directors shall determine by lot which one of such persons is or are to be appointed by them pursuant to Article 43.8.2;

43.10 If no nominations have been received, or no votes have been cast, in a particular Category (or for the position of CDMA Director) for the appointment of an Elected Director or Elected Directors (or the CDMA Director) at any Annual General Meeting or if there is more than one vacancy in a particular Category but an insufficient number of persons have been nominated to fill all the vacancies or no votes have been received for a particular person to fill a vacancy, any such positions may subsequently be filled as casual vacancies by the Full Board by Special Majority Resolution prior to the next Annual General Meeting. Any person appointed to fill such vacancies must:

43.10.1 be employed by, or otherwise contractually obligated to, a Full Member (but not necessarily a Full Member who is in that particular Category and not necessarily a CDMA Member in the case of the position of CDMA Director) or an Affiliate (whether or not an Associate Member) of a Full Member; and

43.10.2 retire at that next Annual General Meeting (but may be nominated for re-election as an Elected Director at that Annual General Meeting) unless the Full Board resolves by Special Majority Resolution at the time such appointment is made that any director so appointed may continue in such appointment until the second Annual General Meeting following such appointment;

43.11 If any Elected Director retires from office (for whatever reason) before the date of the Annual General Meeting at which he would otherwise have retired, such vacancy may be filled as a casual vacancy by the Full Member (or Affiliate of that Full Member) by which the retiring Elected Director was employed or to which he was contractually obligated. Any such appointment shall be made in writing, signed by or on behalf of the relevant Full Member, and shall be sent or delivered to the Company at the Office. Any such appointment shall take effect upon delivery of such notice to the Office. Any person appointed to fill such vacancy may, however, only remain in office until the next Annual General Meeting when he must retire (but such person may be nominated for re-election as a Elected Director at that Annual General Meeting). If the relevant Full Member shall fail to fill such vacancy as a casual vacancy pursuant to this Article within 30 days of the retirement of the Elected Director, the Full Board may by Special Majority Resolution fill such vacancy as a casual vacancy.

43.12 Notwithstanding the above, the Directors may, in their absolute discretion, by Special Majority Resolution determine, at any time prior to the commencement of the procedure set out in this Article 43 for the nomination and appointment of Elected Directors, that such procedure shall not apply in respect of such appointment and/or subsequent appointments of Elected

Directors and may prescribe a new procedure accordingly (including, without limitation, determining which members may nominate and/or vote and by whom any nominee must be employed or to whom any nominee must be contractually obligated).

44. **Election Of Two Or More Directors**

A single resolution which provides for the election of two or more persons as Directors shall not be proposed at any General Meeting unless a resolution that it shall be so proposed has first been agreed to by the meeting without any vote being given against it. Any resolution proposed or passed in contravention of this provision shall be void.

45. **Termination Of Office**

Without restricting or limiting in any way the provisions of Article 41, a Director shall also cease to be a Director in any of the following events, namely:-

- 45.1 if such Director becomes prohibited by law from acting as a Director;
- 45.2 if such Director delivers a signed, written resignation to the Office or if such Director offers in writing to resign and the Directors resolve to accept such offer;
- 45.3 if such Director has a bankruptcy order made against it or settles or agrees terms with its creditors generally or applies to the court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act or any similar action or proceedings in any other jurisdiction occur;
- 45.4 if in England or elsewhere an order is made by any court claiming the right so to do, on the grounds (however formulated) of mental disorder, for such Directors detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to such Director's property or affairs.

46. **Removal Of Director**

The Company may, in accordance with and subject to the provisions of the Statutes, by ordinary resolution of which special notice has been given, remove any Director from office as a Director (notwithstanding any provision of these Articles or of any agreement between the Company and such Director, but without limiting or restricting any claim he may have for damages for breach of any such agreement) and elect another person in place of a Director so removed from office. Any person so elected shall be treated, for the purpose of determining the time at which he or any other Director is to retire by rotation, as if he had become a Director on the day on which the Director in whose place he is elected was last elected a Director. If no person is so elected, the vacancy arising upon the removal of a Director from office may be filled as a casual vacancy in accordance with Articles 43.11 or 43.12.

MEETINGS AND PROCEEDINGS OF DIRECTORS

47. **Convening Of Meetings Of Directors**

Subject to the provisions of these Articles, the Directors may meet together, and regulate their proceedings, as they think fit. At any time any Director may, and the Secretary at the request of a Director shall, summon a meeting of the Directors. Reasonable notice (being at least 10 days including the day of the meeting and the day on which the notice is served or deemed served) of a meeting of Directors must be given to all Directors. Any Director may waive notice of any meeting and any such waiver may be retroactive.

48. **Quorum**

The quorum necessary for the transaction of business of the Directors, shall be, so long as there are four or less Directors, all such Directors and otherwise shall be such number as is at least equal to two thirds of the total number of Directors, in each case present throughout the meeting. Notwithstanding the previous sentence, the Full Board may from time to time by Special Majority Resolution determine that the quorum at a specified meeting of the Full Board shall be less than two thirds of the total number of Directors, in each case present throughout the meeting. A meeting of the Directors at which a quorum is so present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

49. **Chairman**

49.1 The Directors shall by simple majority resolution elect from their number a Chairman who shall hold office for twelve months. At the end of each such period of twelve months, the Directors shall elect a new Chairman to hold office for the succeeding period of twelve months. A retiring Chairman may be re-elected as Chairman.

49.2 If no Chairman has been appointed or if, at any meeting of the Directors, the Chairman is not present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting.

50. **Casting Vote**

Subject as provided in these Articles, questions arising at any meeting of the Directors shall be determined by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall not have a second or casting vote.

51. **No Restrictions On Voting**

On any contract, arrangement or matter in which a Director is in any way interested, directly or indirectly, such Director may vote and may be counted in the quorum present at any meeting at which such contract, arrangement or matter is being considered. Any such Director may (unless agreed otherwise) retain for its own absolute use and benefit all profits and advantages which it may derive or receive (directly or indirectly) from or as a result of any such contract, arrangement or matter.

52. **Number Of Directors Below Minimum**

The continuing Directors may act notwithstanding any vacancies but, if and for so long as the number of Elected Directors is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Directors or Director may act for the purpose of filling such vacancies or of summoning General Meetings, but not for any other purpose. If there are no Directors or Director able or willing to act, then any two members may summon a General Meeting for the purpose of appointing Directors.

53. **Written Resolutions And Telephone Meetings**

53.1 A resolution in writing signed by all the Directors (or, in the case of a committee, all the members of such committee) entitled to vote on the same shall be as valid and effective as a resolution duly passed at a meeting of the Directors (or of such committee) and may consist of several documents in the like form each signed by one or more Directors.

53.2 Any Director may participate in a meeting of the Directors or of a committee of the Directors by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting. Such meeting shall be deemed to have been held at the place (and time) where the chairman of the meeting is located.

54. **Validity Of Proceedings**

All acts done by any meeting of Directors, or of any committee of the Directors, or by any person acting as a Director or as a member of any such committee, shall, as regards all persons dealing in good faith with the Company, be as valid as if every such Director or person had been duly appointed and was qualified and had continued to be a Director or member of the committee and had been entitled to vote even if there was some defect in the appointment of any such Director or other person, or that any of them was disqualified or had left office, or was not entitled to vote.

COMMITTEES OF THE DIRECTORS

55. **Appointment And Constitution Of Committees And Process For The Approval Of Specifications**

55.1 The Directors may delegate any of their powers or discretions (including, without limitation, any power or discretion the exercise of which involves or may involve the payment of remuneration to, or the conferring of any other benefit upon, all or any of the Directors) to committees consisting of one or more Directors and, if desired, one or more other named person or persons who have been co-opted on to such committee in accordance with the provisions of this Article 55.

- 55.2 In particular the Directors may at their discretion form an Executive Committee . This committee shall manage the day to day business and affairs of the Company subject to the provisions of these Articles and of the Statutes, to any regulations which may be prescribed by special resolution of the Company and to any general policies or guidance provided by the Full Board.
- 55.3 If any power or discretion has been delegated to a committee under this Article 55 (including the Executive Committee), any reference in these Articles to the exercise by the Directors of that power or discretion shall be interpreted accordingly as if it was a reference to the exercise of the same by that committee.
- 55.4 Any committee appointed under this Article 55 (including the Executive Committee) shall, when exercising any powers or discretions delegated to it, abide by any regulations imposed by the Directors (in addition to any general policies or guidance provided, as set out in Article 55.2) which may then subsist.
- 55.5 The Full Board may by simple majority constitute a committee in which the Directors form a majority of the members of such committee. The Full Board may by Special Majority Resolution constitute a committee in which the Directors do not form a majority of members of such committee and the Full Board shall ratify all decisions of such committees unless such committees have committed a material error of process in reaching such decisions.
- 55.6 Subject to Article 55.5 the Directors may at any time disband, rename or otherwise reconstitute a committee.
- 55.7 The Full Board shall as soon as practicable after the Adoption Date be obliged to define in writing a process which shall be made available to all Full and Sponsor Members by which the Full and Sponsor Members shall be entitled to vote on any proposal to approve a specification in accordance with Article 55.9. The mechanics of such process shall be defined by the Full Board at their discretion but in any event the process shall provide that a specification will be deemed to have been approved if at least two thirds of those Full and Sponsor Members who cast a vote on a proposal to approve a specification vote in favour. For the avoidance of doubt abstentions or votes which have been cast invalidly in accordance with the defined process shall be disregarded.
- 55.8 The Full Board shall approve by simple majority all decisions made by the Full Members and Sponsor Members pursuant to Article 55.7 unless there has been a material error in the process of such approval.
- 55.9 For the avoidance of doubt, no specifications developed by a Working Group shall be approved by the Full Board as a Specification unless such specifications have been approved by the Full Members and Sponsor Members together in accordance with Article 55.7.

56. **Proceedings Of Committee Meetings**

The meetings and proceedings of any such committee consisting of two or more persons shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors (with appropriate modifications), so far as the same are not superseded by any regulations made by the Directors under Article 55 and subject to any general policies or guidance provided, as set out in Article 55.2.

POWERS OF DIRECTORS

57. **General Powers**

The business and affairs of the Company shall be managed by the Directors, who may (subject to these Articles, to the provisions of the Statutes and to any regulations which may be prescribed by special resolution of the Company) exercise all the powers of the Company which are not, by the Statutes or by these Articles, required to be exercised by the Company in General Meeting. No regulation prescribed by special resolution shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.

58. **Appointment Of Attorney**

The Directors may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit. Any such appointment may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit. The Director may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

59. **Signature On Cheques**

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

60. **Borrowing Powers**

Subject to the provisions of the Statutes, the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge all or any part or parts of its undertaking, property, assets (present and future) and uncalled capital and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

- 61.1 Any Director may at any time appoint any person (including another Director) to be its alternate Director and may at any time terminate such appointment.
- 61.2 Any appointment or removal of an alternate Director shall be made by the delivery, to the Office or to a meeting of the Directors, of a written notice of appointment or removal signed by the relevant Director.
- 61.3 The appointment of an alternate Director shall terminate on the happening of any event which, if he were a Director, would cause him to cease to be a Director or if the Director who appointed him ceases to be a Director (except by retirement at a General Meeting at which he is re-elected).
- 61.4 An alternate Director shall be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at, and to be counted as part of the quorum for, any such meeting at which the Director appointing him is not present, and generally at any such meeting to perform, as a Director, all functions of the Director who appointed him. In relation to the proceedings at any such meeting which an alternate Director attends, the provisions of these Articles shall apply as if that alternate Director were a Director.
- 61.5 If an alternate Director is also himself a Director or attends any meeting as an alternate for more than one Director, its voting rights shall be cumulative but he will only be counted once for any quorum requirements.
- 61.6 If any Director who has appointed an alternate Director is for the time being temporarily unable to act because of ill health or disability, then that alternate Director may sign, in its place, any written resolution of the Directors.
- 61.7 If and to the extent that the Directors may from time to time decide in relation to any committees of the Directors, the preceding provisions of this Article 61 shall also apply (with appropriate modifications) to any meetings of any such committee of which a Director who has appointed an alternate is a member.
- 61.8 An alternate Director will not, except as set out in the preceding paragraphs of this Article 61, have power to act as a Director; nor will such alternate Director be deemed to be a Director under these Articles or the agent of the Director who appointed him.
- 61.9 An alternate Director shall be entitled to contract, to be interested in and to benefit from any contracts, arrangements or transactions, to be repaid expenses and to be indemnified, to the same extent as if he were a Director. Such alternate Director shall not be entitled to receive any remuneration from the Company for acting as an alternate Director unless the Director who appointed him instructs the Company in writing to pay part of the remuneration payable by the Company to that Director to the alternate Director instead.

SECRETARY

62. The Secretary shall be appointed by the Directors on such terms and for such period as they may think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but any such removal shall not, of itself, limit or restrict any claim for damages which he may have for breach of any contract of service between him and the Company. The Directors may, if they think fit, appoint two or more persons as joint Secretaries. The Directors may also appoint from time to time on such terms as they may think fit, one or more deputy and/or assistant Secretaries.

THE SEAL

- 63.1 The Directors shall ensure that the Seal (if any) is kept in safe custody and that neither shall be used without the authority of the Directors or of a committee which has been appropriately authorised by the Directors.
- 63.2 Every document on which the Seal shall be put shall be signed autographically by one Director and the Secretary or by two Directors.
- 63.3 Any document signed by one Director and the Secretary or by two Directors and expressed to be executed by the Company shall have the same effect as if executed under the Seal; however, no document which makes it clear on its face that it is intended to have effect as a deed shall be so signed without the authority of the Directors or of a committee which has been appropriately authorised by the Directors.
- 63.4 The Company may exercise the powers conferred by the Statutes to have an official seal for use abroad; such powers shall be vested in the Directors.

AUTHENTICATION OF DOCUMENTS

64. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any document affecting the constitution of the Company, any resolution passed at a members' meeting or at a meeting of the Directors or any committee, and any book, record, document or account relating to the business of the Company, and to certify copies of, or extracts from, the same as true copies or extracts. Where any book, record, document or account is kept at a place other than the Office, the local manager or other officer of the Company having the custody of the same shall be deemed to be a person appointed by the Directors. A document purporting to be a copy of any such resolution, or an extract from the minutes of any such meeting, which is so certified shall be conclusive evidence in favour of all persons dealing with the Company who rely on the same that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

ACCOUNTS

65. Accounting Records

Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Statutes shall be kept at the Office, or at such other place as the Directors think fit. Such records shall always be open to inspection by the officers of the Company but no member of the Company or other person shall have any right of inspecting any account or book or document of the Company except as conferred by statute or ordered by a court of competent jurisdiction or authorised by the Directors.

66. **Copies Of Accounts For Members**

A copy of every balance sheet and profit and loss account which is to be laid before a General Meeting of the Company (including every document required by law to be comprised in, or attached or annexed to, any such balance sheet or account) shall, (subject to the provisions of the Statutes) at least 21 days before the date of the meeting, be sent to every member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices of meetings from the Company under the provisions of the Statutes or of these Articles. This Article 66 shall not require a copy of these documents to be sent to any person of whose address the Company is not aware.

AUDITORS

67. **Validity Of Auditor's Acts**

Subject to the provisions of the Statutes, all acts done by any person acting as an auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in its appointment or that it was at the time of its appointment not qualified for appointment or subsequently became disqualified.

68. **Auditor's Right To Attend General Meetings**

An auditor shall be entitled to attend any General Meeting and to receive all notices of, and other communications relating to, any General Meeting which any member is entitled to receive, and to be heard at any General Meeting on any part of the business of the meeting which concerns him as auditor.

NOTICES

69. **Service Of Notices**

69.1 Any notice or document may be served on or delivered to any member by the Company either at, or by sending it by post in a prepaid cover addressed to such member at, its registered address or by transmission to an electronic mail address or facsimile number notified to the Company by the member for that purpose.

69.2 Where a notice or other document is served or sent by post, service or delivery shall be deemed to be effected at the expiry of twenty-four hours (or, where second-class mail is employed, forty-eight hours or where air mail is employed, seventy two hours) after the time when the cover containing the same is posted. In proving such service or delivery, it shall be sufficient to

prove that such cover was properly addressed, stamped and posted. Any notice served by electronic mail shall be deemed to have been served upon transmission. Any notice served by facsimile transmission shall be deemed to have been served 12 hours after the time of transmission. The Company shall only be obliged to send a notice to the most recent address, facsimile number or electronic mail address which the member has provided to the Company and it shall be incumbent on each member to notify the Company as to any change to its details.

69.3 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document relating to any meeting or other proceeding shall not invalidate the relevant meeting or other proceeding.

69.4 In addition to the above, if a notice of general meeting or any notice required pursuant to Article 55.7 is prominently displayed on the Company's website and the required period of notice is given (for which purpose the date upon which the notice is posted on the website and the date on which the meeting is to be held shall be excluded) then the posting of such notice (which will include the date of notice of such meeting) on the website shall be deemed to provide sufficient notice to the relevant members for the purposes of these Articles.

70. **Deceased And Bankrupt Members**

Every person being a legal personal representative, trustee in bankruptcy or other official representative of a member where the member, but for its death, bankruptcy or liquidation, would have been entitled under these Articles to have received notices or documents shall, on supplying to the Company such evidence as the directors may reasonably require as to its appointment or position as such legal personal representative, trustee in bankruptcy or other representative and an address for the service of notices, be entitled to have served upon or delivered to him at such address any notice or document to which the member but, for its death, bankruptcy or liquidation, would have been entitled. Such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document. Subject to this, any notice or document delivered or sent by post to, or left at the address of, any member pursuant to these Articles shall, notwithstanding that such member is then dead or bankrupt or in liquidation and whether or not the Company has notice of its death or bankruptcy or liquidation, be deemed to have been duly served or delivered to such member.

71. **Statutory Requirements As To Notices**

Nothing in any of Articles 69 to 70 shall affect any requirement of the Statutes that any particular offer, notice or other document be served in any particular manner.

WINDING UP

72. **Directors' Power To Petition**

The Directors shall have the power, in the name and on behalf of the Company, to present a petition to the Court for the Company to be wound up.

73. **Distribution of Assets**

The provisions of Clause 7 of the Memorandum of Association relating to the winding up or dissolution of the Company shall have effect, and be observed, as if the same were repeated in these Articles.

INDEMNITY AND INSURANCE

74. **Indemnity**

Subject to the provisions of and so far as may be consistent with the Statutes, every Director, auditor, Secretary or other officer of the Company shall be indemnified by the Company out of its own funds against, and/or exempted by the Company from, all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of its duties and/or the exercise or purported exercise of its powers and/or otherwise in relation to or in connection with its duties, powers or office. Such indemnity or exemption may relate to (without limitation) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in its favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on its part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

75. **Insurance**

75.1 Without restricting or reducing in any way the scope of Article 74, the Directors shall have power to purchase and maintain insurance for, or for the benefit of, any persons who are or were at any time Directors, officers, employees or auditors of any Associated Company (as defined in Article 75.2) or who are or were at any time trustees of any pension fund or employees' share scheme in which employees of any Associated Company are interested, (including, without limitation, insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to any Associated Company, or any such pension fund or employees' share scheme).

75.2 In this Article 75, "Associated Company" shall mean the Company, any holding company of the Company or any other body, whether or not incorporated, in which the Company or any such holding company or any of the predecessors of the Company or of any such holding company has or had any interest (whether direct or indirect) or which is in any way allied to or associated with the Company, or any subsidiary undertaking of the Company or of such other body.

NAMES AND ADDRESSES OF SUBSCRIBERS

Nokia Mobile Phones Ltd
Nokia House
Keilalahdentie 4
FIN-02150 Espoo
Finland

Mikko Terho Veli-Matti Soini
Vice President General Manager
.....
for and on behalf of
Nokia Mobile Phones Ltd

Witness Signature:

Name:

Elina Koivisto

Address:

Tuurnankatv 15Di3 33270 Tampere Finland

Occupation:

Executive Assistant

Motorola Limited
Jays Close
Viables Industrial Estate
Basingstoke
Hampshire RG22 4PD

Scott Offer
.....
for and on behalf of
Motorola Limited

Witness Signature:

Name:

C J Brooks

Address:

55 Pellhurst Road, Ryde, Isle of Wight

PO33 3DR

Occupation:

Security Officer

Unwired Planet Inc.
390 Bridge Parkway
Redwood Shores
California 94065

Charles M Parrish
.....
for and on behalf of
Unwired Planet Inc.

Witness Signature:

Name:

Wendy Louise Paige

Address:

Waltham Barn, White Waltham, Berks SL6

3SN

Occupation:

Attorney

Ericsson Mobile Communications AB
Torhammsgatam 27
Stockholm, Sweden

Jan Edhäll
.....
for and on behalf of
Ericsson Mobile Communications AB

Witness Signature:

Name:

Carina Bränneby

Address:

Ericsson Mobile Communications

Stockholm /Sweden

Occupation:

Executive Assistant

Dated 22 December 1997

Revised: 18 October 2005
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