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IIAG LIMITED
a private company limited by guarantee
and not having a share capital

ARTICLES OF ASSOCIATION

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**PRIVATE COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION OF
IIAG LIMITED**

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles the following definitions will apply:

Act

the Companies Act 2006;

Business Day

any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;

Director

a duly appointed director of the Company for the time being;

Eligible Director

a Director who would be entitled to vote on a matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter) and references to eligible directors in article 8 of the Model Articles shall be construed accordingly;

Encumbrance

any mortgage, charge (fixed or floating), pledge, lien, option, hypothecation, restriction, right to acquire, right of pre-emption or interest (legal or equitable) including any assignment by way of security, reservation of title, guarantee, trust, right of set off or other third party right or any other encumbrance or security interest having a similar effect howsoever arising;

Member

a registered member of the Company from time to time, as recorded in the register of members of the Company; and

Model Articles

the model articles for private companies limited by guarantee contained in schedule 2 of the Companies (Model Articles) Regulations 2008 as amended prior to, and in force as at, the date of adoption of these Articles.

1.2 These Articles and the provisions of the Model Articles (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.

1.3 In these Articles a reference to:

1.3.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the Adoption Date and any subordinate legislation made under the statutory provision before or after the Adoption Date;

1.3.2 a "subsidiary" shall include a reference to a "subsidiary" and a "subsidiary undertaking" (each as defined in the Act) and a reference to a "holding company" shall include a reference to a "holding company" and a "parent undertaking" (each as defined in the Act);

1.3.3 writing includes any mode of reproducing words in a legible and non-transitory form other than email and fax;

1.3.4 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists); and

- 1.3.5 "these Articles" is to these articles of association (including the provisions of the Model Articles incorporated in them), and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act.
- 1.4 The contents table and headings in these Articles are for convenience only and do not affect the interpretation or construction of these Articles.
- 1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.7 These Articles shall be binding on and shall survive for the benefit of the personal representatives and successors-in-title of each Member.
- 2. OBJECTS OF THE COMPANY**
- 2.1 The Company's objects are to contribute to the ongoing development and advancement of the internal audit profession, risk and compliance practices.
- 2.2 In furtherance of the objects set out in article 2.1 above, but not otherwise, the Company shall have the power:
- 2.2.1 to take on lease or in exchange or purchase, hire or otherwise acquire and hold for any estate or interest any buildings, lands, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery and plant or personal property of any kind deemed convenient or necessary or in connection with the Company's business or any subsidiary thereof;
- 2.2.2 to undertake and secure any part or whole of the business, assets and goodwill of any company, firm or person trading or proposing to trade in any activity which the Company is authorised to carry on or proposes to carry on and as part of the consideration for such purchase to undertake all or any of the liabilities of such company, firm or person, or to acquire an interest in, combine with, or enter into any arrangement for profit sharing, or for co-operation, or for mutual assistance with any such company, firm or person or for subsidising or otherwise aiding any such company, firm or person and to accept or give, by way of consideration for any of the acts or things aforesaid or property acquired, any securities, debentures, debenture stock or shares that may be agreed upon, and to retain and hold or mortgage, sell, and deal with any securities, debentures, debenture stock or shares so received;
- 2.2.3 to sell, charge, mortgage, construct, repair, improve, develop, exchange, let on, lease, grant privileges, options, rights and licenses in respect of all or any part of the property of the Company;
- 2.2.4 to hold or otherwise deal with any investments made for the Company and as may be necessary and to be determined, to invest moneys not immediately required by the Company;
- 2.2.5 to grant credit, loans or advances on such terms as may be appropriate with or without security to clients and others, to enter into indemnity, contracts or guarantees and suretyships of all kinds, to receive money on loan or deposit or otherwise upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of an obligation by any company, firm or person including any holding company, subsidiary or fellow subsidiary of such holding company in such manner as the Company may think fit;
- 2.2.6 to raise and borrow money by any method and to secure the payment of any money borrowed, raised or owing as the Company shall think fit for the purposes of or in connection with the Company's business;

- 2.2.7 to issue discount, accept, draw and negotiate cheques, bills of exchange, bills of lading, warrants, debentures, promissory notes and other negotiable or transferable instruments;
 - 2.2.8 to purchase, take, subscribe for or otherwise obtain and retain shares or other securities or interests in any other company having objects similar or identical to those of the Company or carrying on any businesses capable of being carried on so as to directly or indirectly benefit the Company or increase the value of its property and manage, co-ordinate and finance the businesses and operations of any organisation in which the Company holds any such interest;
 - 2.2.9 to dispose of or sell the entire or any part of the property or business of the Company, either in portions or together for such consideration as the Company may think fit, including for securities, debentures or shares of any company purchasing the same;
 - 2.2.10 to act as brokers, agents or trustees for any company, firm or person and to undertake and perform sub-contracts;
 - 2.2.11 to pay any company, firm or person supplying services to the Company either by cash payment or by the allotment to him/her or them of any securities of the Company credited as paid up in full or in part or otherwise as may be deemed appropriate;
 - 2.2.12 to grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees;
 - 2.2.13 to co-ordinate, manage, finance, control or otherwise aid any company or companies in which the Company has any interest, whatsoever, to provide consultative, managerial, administrative, technical, commercial and services of all kinds for any such company or companies and to make payments by way of subsidy or otherwise and any other arrangements which may be deemed desirable with respect to any business or operations of or generally with respect to any such company or companies;
 - 2.2.14 to amalgamate with any other company for the purpose of purchasing the whole or any part of the property, undertaking or business or any of the liabilities of the Company, or of undertaking any business operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid;
 - 2.2.15 to secure the Company to be registered or known in any part of the world;
 - 2.2.16 to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others; and
 - 2.2.17 to do all such other things as are incidental or conducive to the above objects set out in this article 2 or any of them.
- 2.3 None of the provisions set out in either article 2.1 or 2.2 shall be restrictively construed but the widest interpretation shall be given to each such provision and none of those provisions shall, except where the context expressly so requires, be in any way limited or restricted by

reference to or inference from any other provision set out in any such articles, or by reference to or inference from the terms of any other article, or by reference to or inference from the name of the Company.

3. RESTRICTION ON DISTRIBUTION OF ASSETS

3.1 The income and property of the Company shall be applied solely towards the promotion of the objects set out in article 2 above and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the Members.

3.2 No Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company, provided that nothing in this article 3 shall prevent any payment in good faith by the Company:

3.2.1 of the usual professional charges for business done by any Director (or any person connected with a Director in accordance with section 252 of the Act) who is a solicitor, accountant or other person engaged in a profession when instructed by the Company to act in a professional capacity on its behalf provided that:

(a) at no time shall a majority of the Directors benefit under this provision; and

(b) a Director shall withdraw from any meeting at which his or her appointment or remuneration (or that of any person connected (as aforesaid) with him) is under discussion;

3.2.2 of reasonable and proper remuneration for any services rendered to the Company by any Member, officer or servant of the Company who is not a Director;

3.2.3 of interest on money lent to the Company by any Member or Director at a reasonable and proper rate per annum;

3.2.4 of fees, remuneration or other benefit in money or money's worth to any company of which a Director may also be a member holding not more than 3% of the capital of that company;

3.2.5 of reasonable and proper rent or hiring fee for premises demised or let or other property let or hired by any Member or a Director; or

3.2.6 to any Director of reasonable out-of-pocket expenses incurred in connection with the business of the Company.

3.3 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property or operating surplus whatsoever, the same shall not be distributed among the Members of the Company but shall be given or transferred to some other body having objects similar to those of the Company, chosen by the Members of the Company at or before the time of dissolution and, if that cannot be done for any reason, then to some other body nominated by the Directors.

4. LIABILITY OF MEMBERS

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

4.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;

4.2 payment of the costs, charges and expenses of winding up; and

4.3 adjustment of the rights of the contributories among themselves.

5. MEMBERS

5.1 The subscribers to the memorandum of association of the Company, and such other persons as are admitted to membership in accordance with these Articles shall be

Members. No person shall be admitted as a Member unless he is approved by the Directors. Every person who wishes to become a Member shall deliver to the Company a duly executed application for membership in such form as the Directors may require.

5.2 A Member may at any time withdraw from the Company by giving not less than five Business Days' notice to the Company in writing.

5.3 Membership is not transferable and shall automatically cease upon the occurrence of any of the following events:

5.3.1 in the case of an individual Member:

- (a) the death of that Member;
- (b) an order being made for the bankruptcy of that Member or a petition being presented for such bankruptcy which petition is not withdrawn or dismissed within ten Business Days of being presented;
- (c) the Member convening a meeting of his creditors or circulating a proposal in relation to, or taking any other steps with a view to, making an arrangement or composition in satisfaction of his creditors generally;
- (d) the Member being unable to pay his debts as they fall due (within the meaning of section 268 Insolvency Act 1968);
- (e) any step being taken for the appointment of a receiver, manager or administrative receiver over all or any part of the Member's assets, or any other steps being taken to enforce any Encumbrance over all or any part of the Member's assets;
- (f) any proceedings or orders equivalent or analogous to any of those described in articles 5.3.1(b) to 5.3.1(e) above occurring in respect of the Member under the law of any jurisdiction outside England and Wales; or
- (g) that Member suffering from mental disorder and being admitted to hospital or, by reason of his mental health, being subject to any court order which wholly or partly prevents that Member from personally exercising any powers or rights which that Member would otherwise have; and

5.3.2 in the case of a corporate Member:

- (a) an order being made or a resolution being passed for the winding up of that Member or for the appointment of a provisional liquidator to that Member (other than a voluntary liquidation for the purposes of a bona fide scheme of solvent amalgamation or reconstruction);
- (b) a petition being presented for the winding up of that Member, which petition is not withdrawn or dismissed within ten Business Days of being presented;
- (c) an administration order being made in respect of that Member, or a notice of intention to appoint an administrator, or a notice of appointment of an administrator or an application for an administration order being issued at court in respect of that Member;
- (d) any step being taken for the appointment of a receiver, manager or administrative receiver over all or any part of the assets or undertaking of that Member, or any other steps being taken to enforce any Encumbrance over all or any part of the assets or undertaking of that Member;
- (e) any proceedings or orders equivalent or analogous to any of those described above in articles (a) to (d) occurring in respect of that Member under the law of any jurisdiction outside England and Wales.

5.4 Articles 21 and 22 of the Model Articles shall not apply to the Company.

6. GENERAL MEETINGS

- 6.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Two Members present either in person, by proxy or by a duly appointed corporate representative shall be a quorum.
- 6.2 Article 27 of the Model Articles shall be amended by the addition of the following as a new paragraph 27(7) in that article: "If within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved.
- 6.3 Article 25 of the Model Articles shall not apply to the Company.
- 6.4 A poll may be demanded at any general meeting by a Member or Members, present in person, by proxy or duly appointed corporate representative, representing not less than 10% of the total voting rights of all the Members having the right to vote on the resolution.
- Article 30(2) of the Model Articles shall not apply to the Company.
- 6.5 Article 30(3) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of that article: "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made."
- 6.6 Article 31(1) of the Model Articles shall be amended as follows by the deletion of the words in Article 31(1)(d) and the insertion in their place of the following: "is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate."
- 6.7 The Company shall not be required to give notice of a general meeting to a Member for whom the Company no longer has a valid United Kingdom address.

7. APPOINTMENT AND REMOVAL OF DIRECTORS

Unless and until determined otherwise by ordinary resolution of the Company, the number of Directors (other than alternate directors) shall not be less than two and is not subject to any maximum.

8. ALTERNATE DIRECTORS

- 8.1 Any Director (in this article 8, an **appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:
- 8.1.1 exercise that director's powers; and
 - 8.1.2 carry out that director's responsibilities,
- in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor.
- 8.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors.
- 8.3 The notice must:
- 8.3.1 identify the proposed alternate; and
 - 8.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.
- 8.4 An alternate Director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor.
- 8.5 Save as provided otherwise in these Articles, alternate Directors:
- 8.5.1 are deemed for all purposes to be Directors;
 - 8.5.2 are liable for their own acts and omissions;
 - 8.5.3 are subject to the same restrictions as their appointors; and

- 8.5.4 are not deemed to be agents of or for their appointors,
and, in particular, each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member.
- 8.6 A person who is an alternate Director but not a Director:
- 8.6.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
- 8.6.2 may participate in a unanimous decision of the Directors (but only if his appointor is an Eligible Director in relation to that decision and does not himself participate); and
- 8.6.3 shall not be counted as more than one Director for the purposes of articles 8.6.1 and 8.6.2.
- 8.7 A Director who is also an alternate Director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an Eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.
- 8.8 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the remuneration of the alternate's appointor as the appointor may direct by notice in writing to the Company. An alternate Director shall be entitled to be reimbursed by the Company such expenses as might properly be reimbursed to him if he were a Director.
- 8.9 The appointment of an alternate Director terminates:
- 8.9.1 when the alternate's appointor revokes the appointment by notice in writing to the Company specifying when it is to terminate;
- 8.9.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director;
- 8.9.3 on the death of the alternate's appointor;
- 8.9.4 when the appointment of the alternate's appointor as a Director terminates; or
- 8.9.5 when written notice from the alternate, resigning his office, is received by the Company.
9. **PROCEEDINGS OF DIRECTORS**
- 9.1 Save where the Company has a sole Director, two Eligible Directors, present either in person or by a duly appointed alternate, shall be a quorum. For the purpose of any meeting held to authorise a director's conflict of interest under article 11 if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting shall be one Eligible Director. Article 11(2) of the Model Articles shall not apply to the Company.
- 9.2 If the number of votes for and against a proposal at a Directors' meeting are equal the chairman shall not have a casting vote. Article 13 of the Model Articles shall not apply to the Company.
10. **TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**
- 10.1 Subject to sections 177 and 182 of the Act and article 3.2, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way (whether directly or indirectly) interested in an existing or proposed transaction or arrangement with the Company:
- 10.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

- 10.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or a committee of Directors) in respect of such contract or proposed contract in which he is interested;
- 10.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision of the Directors, in respect of such contract or proposed contract in which he is interested;
- 10.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- 10.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 10.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.
- 10.2 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company.
11. **DIRECTORS' CONFLICTS OF INTEREST**
- 11.1 The Directors may, in accordance with the requirements set out in this article 11, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest (a **Conflict**).
- 11.2 Any authorisation under this article will be effective only if:
- 11.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
- 11.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
- 11.2.3 the matter was agreed to without the Director in question or would have been agreed to if his vote had not been counted.
- 11.3 Any authorisation of a Conflict under this article 11 may (whether at the time of giving the authorisation or subsequently):
- 11.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- 11.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and
- 11.3.3 be terminated or varied by the Directors at any time.
- This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.
- 11.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:
- 11.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or

- 11.4.2 use or apply any such information in performing his duties as a Director, where to do so would amount to a breach of that confidence.
- 11.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide that the Director:
- 11.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
- 11.5.2 is not given any documents or other information relating to the Conflict; and
- 11.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.
- 11.6 Where the Directors authorise a Conflict:
- 11.6.1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
- 11.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.
- 11.7 A Director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
12. **SECRETARY**
- The Directors may appoint any person who is willing to act as the Secretary of the Company for such term, on such remuneration and on such conditions as they may think fit and may from time to time remove or replace such person.
13. **SERVICE OF DOCUMENTS**
- 13.1 Any notice, document or other information given in accordance with these Articles shall be deemed served on or delivered to the intended recipient:
- 13.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
- 13.1.2 if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, 5 Business Days after posting provided that delivery in at least 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;
- 13.1.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 13.1.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 13.1.5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- For the purposes of this article 13.1, no account shall be taken of any part of a day that is not a working day.
- 13.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

14. **INDEMNITY**

14.1 Subject to article 14.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

14.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (or any associated company); and

14.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 14.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

14.2 This article 14 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

14.3 In this article 14 and in article 15:

14.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

14.3.2 a **relevant officer** means any director or other officer or former director or other officer of the Company or any associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

14.4 Article 38 of the Model Articles shall not apply to the Company.

15. **INSURANCE**

15.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any loss or liability which has been or may be incurred by that relevant officer in connection with his duties or powers in relation to the Company, any associated company or any pension fund of the Company or associated company.

15.2 Article 39 of the Model Articles shall not apply to the Company.