

**Articles of Association  
of  
Nominet UK  
(the "Company")**

**Interpretation**

**1. In these Articles:**

'the Act' means the Companies Act 2006 (as amended from time to time);

'the Board' means the directors of the Company from time to time, and "member of the Board" shall be construed accordingly;

'the Members' means the members of the Company from time to time, and "Member" and "Membership" shall be construed accordingly and any reference in the former Memorandum to "Steering Committee" shall be deemed to be reference to the Membership;

'the seal' means the common seal of the Company;

'Secretary' means any person appointed to perform the duties of the Secretary of the Company;

'Statutes' means every statute (including any statutory instrument, order, regulation or subordinate legislation made under it) for the time being in force concerning companies and affecting the Company;

'the United Kingdom' means Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and any other territories included from time to time within the designation "GB" in ISO 3166 (the International Standard for Country Codes);

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the meanings given to them in the Act.

**Public Purpose**

1A In exercising their duties to promote the success of the Company for the benefit of the Members as a whole the directors shall have particular regard to the impact of the Company's activities on the general public.

1B The objects of the Company are to undertake activities, particularly (without limitation) as were formerly set out in the Company's Memorandum of Association, and to do so for the public benefit.

2. The Board shall provide the Members at each annual general meeting with an overview of the company's activities and objectives for the previous and current financial years, together with an explanation of any change in scope and how these relate to the Company's objects for the public benefit.

### **Objects (formerly set out in clause 3 of the Memorandum of Association)**

3. The Company's objects, which (unless article 3.12 applies) shall be carried out on a commercial basis are:

#### **.uk Network Information Centre**

3.1 to act as the Network Information Centre for the United Kingdom (which also includes any other territories covered by the ISO3166 designation 'GB' as amended from time to time) and manage and control the use of the Internet domain ".UK" and any other domain name(s) or electronic numbering systems associated with the United Kingdom;

3.2 subject to all necessary consents, and to the co-operation of the governmental and non-governmental organisations concerned, to manage and control the use of any sub-domains of domains operated by the Company (or, in an electronic numbering system, any subsidiary numbering system), whether directly or by means of subcontracts, agents or any other means;

3.3 to:

3.3.1 establish, publish and administer rules for the use of the domains, sub-domains and electronic numbers referred to in articles 3.1 and 3.2;

3.3.2 maintain registers of Internet domain names and electronic numbers;

3.3.3 establish and implement procedures for authorising changes to the registers;

3.3.4 provide facilities for searching the registers, where appropriate;

3.3.5 operate a domain name service and electronic numbering service; and

3.3.6 provide, develop and promote dispute resolution, mediation, arbitration or conciliation services in respect of Internet domain names and any electronic numbering service, where appropriate.

### **Other registry services:**

3.4 to provide, develop and promote any or all of the services of a registry, network information centre, network operations centre or issuing authority (including but not limited to the equivalent of any of the services listed in articles 3.1 to 3.3 (inclusive)) of any information technology identifier ('ITI') or information technology resource ('ITR') whether in existence now or in the future (including, but not limited to ENUM, domain names, telephone numbers, Internet protocol numbers, Autonomous System numbers, port allocations and digital object identifiers);

3.5 to provide, develop and promote services relating to the provision, operation, maintenance, improvement, design, commissioning, decommissioning and protection of databases of any type including data entry, display, replication, security and backup so far as the same relate to an area of expertise of the Company;

### **Public benefit, consultancy educational and other services to improve technology, law and governance**

3.6 (subject to article 6) to fund, promote, or undertake research and development into any area of knowledge, technical development (including, for example, the development of open source software) or human endeavour, that relates to an area of expertise of the Company or which may be used to further the Company's objects;

3.7 to provide, develop and promote dispute resolution, mediation, arbitration or conciliation services on matters that fall within an area of expertise of the Company or which are of a nature or type of which the Company has experience;

3.8 to provide, develop and promote training, education and understanding of ITI, ITR, the Internet, information technology, computing, dispute resolution and related areas (such as Internet law);

3.9 to provide, develop and promote privacy, security, safety, anti-abuse, anti-fraud, antispam and trust mechanisms in areas relating to the objects of the Company;

3.10 to act as consultants to or provide consultancy services to any individual, partnership, body corporate or other organisation or government body on matters that fall within, or are of a nature that are within, an area of expertise of the Company;

3.11 to set, maintain, enforce, monitor, improve, change and update (whether alone or in a collaboration of any type with others) standards or minimum requirements of behaviour, service, quality, good practice, safety or security (or some or all of these) for any area of business or practice so far as the same relate to an area of expertise of the Company;

3.12 to contribute by donation, subscription, guarantee, provision of free service or otherwise to any public, charitable or useful object other than any political party;

### **Providing business through subsidiaries and third parties**

3.13 to the extent required, necessary or desirable to fulfil the Company's objects;

3.13.1 to:

3.13.1.1 organise, incorporate, reorganise, finance, aid and assist, financially or otherwise, companies, corporations, syndicates, partnerships, associations and firms of all kinds; and

3.13.1.2 underwrite or guarantee the subscription of shares, stocks, debentures, debenture stock, bonds, loans, obligations, securities or notes of any kind; and

3.13.1.3 make and carry into effect arrangements for the issue, underwriting, resale, exchange or distribution thereof;

3.13.2 to use the funds of the Company for the development and expansion of any business of the Company (or any of its subsidiary undertakings or associated companies) or of any other company engaged in any like business of the Company (or any of its subsidiary undertakings or associated companies);

3.13.3 to carry on the business of a holding company and to acquire and to hold the whole or any part of the shares or other securities and interests of and in any corporations, companies, associations or firms, for the time being engaged, concerned or interested in any industry, trade or business relating to the Company's objects or which can conveniently be carried on in connection therewith and to exercise in respect of such investments and holdings all the rights, powers and privileges of ownership including the right to vote thereon;

3.13.4 to become surety for or guarantee the carrying out and performance of, any and all contracts, leases and obligations of every kind, of any corporation, company or association in which the Company is interested or with which it is associated;

3.13.5 to acquire and carry on the business carried on by a subsidiary undertaking provided that the business of that subsidiary undertaking is one which falls within the objects of the Company;

**General powers to carry on business, obtain and protect rights, buy and sell assets and alter services**

3.13.6 to purchase, hire, renew, or otherwise acquire and hold and to sell, let, grant licences, or otherwise deal with or dispose of, in whole or in part, assets of the Company including its methods, skills and policy model and to perform any services or render any consideration relating thereto and in each case for any consideration;

3.13.7 to apply for, purchase or otherwise acquire any patents, licences, concessions, trademarks and names, servicemarks, designs, know-how and any like rights, conferring a non-exclusive or exclusive or limited right to use, or any secret or other information as to any invention which is capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, grant licences in respect of, or otherwise turn to account, the rights and information so acquired;

3.13.8 to cease carrying on or wind-up any business or activity of the Company;

**Dealing with Government and exercising regulatory powers**

3.13.9 to enter into any arrangements with any government or authority or person to obtain from any such government or authority or person any legislation, orders, rights, privileges, franchises and concessions and to carry out, exercise and comply with the same;

3.13.10 to carry out any functions conferred on the Company by or under any provision of any legislation, as amended from time to time, and to carry out such other functions or exercise such powers as, from time to time, may be carried out or exercisable by the Company;

## **Powers to raise money and secure obligations**

3.13.11 to mortgage, charge, pledge or otherwise secure (either with or without the Company receiving any consideration or advantage) all or any part of the undertaking, property, assets and rights and revenues present and future of the Company; and guarantee, indemnify or otherwise support or secure (either with or without the Company receiving any consideration or advantage) by any means whatsoever the liabilities and obligations of any person, firm or company including but not limited to any company which is for the time being the holding company or a subsidiary undertaking of the Company or of the Company's holding company;

3.13.12 to borrow and raise money and accept money on deposit and to secure or discharge any debt or obligation of or binding on the Company or any other company and in particular by mortgaging or charging all or any part of the undertaking, property and assets (present or future) of the Company, or by the creation and issue, on such terms as may be thought expedient, of securities of any description;

3.13.13 to sell, develop, lease, mortgage, let, charge, dispose of or otherwise deal with all or any part of the undertaking or property or rights of the Company; to sell the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular for cash, shares, debentures or debenture stock or other obligations, whether fully paid or otherwise, of any other company;

## **Employees and Insurance**

3.13.14 to compensate for loss of office any directors or other officers of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is engaged;

3.13.15 to effect insurances against losses, damages, risks and liabilities of all kinds which may affect the Company or any subsidiary undertaking of it or any company associated with it or in which it is or may be interested;

3.13.16 to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees, independent experts, volunteers or auditors of the Company, or of any other company which is its holding company or in which the Company or such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which any employees of the Company or of any such other company or subsidiary undertaking are interested;

## **General provisions giving world-wide effect and general powers**

3.13.17 to do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, subsidiaries or otherwise;

3.13.18 to do all such things as in the opinion of the board of directors of the Company are or may be incidental or conducive to the above objects or any of them;

## **Interpretation and general statements**

3.14 It is hereby declared that for the purposes of this article 3:

3.14.1 headings in italics shall be ignored for the purposes of interpretation;

3.14.2 nothing in this article 3 shall permit the transfer of any income or capital of the Company to a member of the Company in any manner or by any mechanism which would be prohibited by article 6;

3.14.3 the word "company" shall (except where referring to this Company) be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, resident or domiciled in the United Kingdom or elsewhere;

3.14.4 "holding company" and "subsidiary undertaking" shall have the same meanings as in the Act, but so that such terms shall be deemed to include any statutory modification or re-enactment of that provision for the time being in force or as those terms are defined in any legislation that supersedes such provision;

3.14.5 "associated companies" shall mean any two or more companies if one has control of the other or others, or any person has control of both or all of them;

3.14.6 "securities" shall include any fully, partly or nil paid or no par value share, stock, unit, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation;

3.14.7 "and" and "or" shall mean "and/or"; and

3.14.8 "other" and "otherwise" shall not be construed with reference to the particular matters that went before where a wider construction is possible.

3.15 The objects specified in each paragraph of this article shall, except if at all where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any business carried on by the Company or any of its subsidiary undertakings or the order in which such objects are stated, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. No addition, alteration or amendment shall be made to or in the provisions of articles 3, 5, 6 or 7 unless it has been approved by at least 90% of the votes cast by the Membership, present (in person or by proxy) and voting at a properly-convened meeting of the Membership. No alteration may be made to this article.

5. In support of the objects, but not otherwise, the Company shall have power to do all things incidental or conducive to the attainment of the objects or any of them. In particular (but without limitation) the Company shall have the following powers:

5.1 to pay out of the Company's funds the costs incurred in forming the Company;

5.2 to pay out of the Company's funds premiums on insurance policies to cover the liability of the Membership and/or the Board which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company: provided that any such insurance or indemnity shall not extend to any claim arising from criminal neglect or deliberate default on their part;

5.3 to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made, provided that the Company shall not have power to invest in any organisation which is a member of the Company at the time the investment is made;

5.4 to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company;



5.5 to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of the employees of the Company or of any subsidiary, holding or fellow subsidiary of the Company and of their wives, widows, children and other relatives and dependants and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained.

6. The income and capital of the Company shall be applied solely towards the promotion of the objects of the Company; and no part of the income or capital shall be paid or transferred, directly or indirectly, to the members of the Company, whether by way of dividend or bonus or otherwise in the form of profit. This shall not prevent the payment of:

6.1 reasonable and proper remuneration to any officer, employee, or member of the Company in return for any services provided to the Company;

6.2 a reasonable rate of interest on money lent to the Company;

6.3 reasonable rent for property let to the Company;

6.4 expenses to members of the Board and the Membership; or

6.5 premiums on the indemnity insurance referred to in article 5.2.

7. If on the winding up or dissolution of the Company there remains any surplus property after satisfaction of the Company's debts and liabilities, the surplus shall not be paid to the members of the Company, but shall be either:

7.1 given or transferred to some other institution or institutions having objects similar to the objects of the Company; or

7.2 if no such institution can be found, paid to one or more charitable trusts, institutions, associations or companies formed or existing in order to conduct research for the public benefit into electronic networking and/or related disciplines and subject areas. If no such payment is possible, any surplus shall be applied to a charitable object. In each case, the recipient body or bodies shall be chosen by the members as at the date of winding up or dissolution.

### **Admission of Members**

8. In addition to the statutory rights and responsibilities of the Members, the Membership will elect four members of the Board; consider technical issues relating to naming in the .UK domain; and advise the Board on such matters.

9. The Membership shall be made up of:

- 9.1 the members of the Board from time to time; and
- 9.2 any person who has applied for membership in a form approved by the Board, and such application has been approved by the Board.
10. Not more than one corporate entity within any group undertaking (as defined in section 1161(5) of the Act) may be a Member.

### **Retirement of Members**

11. A Member may at any time withdraw from the Membership by giving notice in writing to the Company.
12. A Board member's Membership of the Company shall terminate on their ceasing to be a director of the Company.
13. Membership shall automatically terminate:
  - 13.1 when that person dies or ceases to exist;
  - 13.2 or if they become bankrupt or make any arrangement with their creditors generally, or become of unsound mind, or are convicted of any indictable offence for which they are sentenced to a term of imprisonment;
  - 13.3 if an organisation if it goes into liquidation or makes any arrangement with its creditors generally;
  - 13.4 in any case, if any subscription due to the Company remains outstanding for more than one month;
  - 13.5 (except in the case of the members of the Board) by means of a resolution of at least 90% of the votes cast by Members present (in person or by proxy) and voting at a properly-convened meeting of the Members.
14. No Member shall be entitled to any refund of subscription on ceasing to be a Member.
15. Membership is not transferable.

### **Membership subscription fees**

16. The Board will establish the Membership joining fee and annual renewal fee which shall be set out in a bye-law.
17. Except as required by law, before making any changes to the Membership subscription fees, the Board must consult with the Membership. No changes

shall be made to the Membership joining and annual fees without 75% vote in favour of the change.

### **Liability of Members**

18. The liability of the Members is limited.

19. If the Company is wound up while a person is a Member or within one year after that person ceases to be a Member, every Member of the Company will contribute such amount as may be required (not exceeding £10) to the assets of the Company, for payment of the Company's debts and liabilities accrued before the Member ceases to be a Member, and the costs and expenses of winding up, and for the adjustment of the rights of the Members among themselves.

### **General meetings**

20. The Company shall hold a general meeting in each year as its Annual General Meeting, in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it. Not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and the next. The Annual General Meeting shall be held at such time and place as the Board shall appoint. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

21. The Board may call general meetings whenever it thinks fit; and shall do so on a requisition by the Members pursuant to the Act.

22. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by at least 21 clear days' notice, and all other general meetings shall be called by at least 14 clear days' notice. A meeting of the Company may be called by shorter notice if it is so agreed:

22.1 In the case of an Annual General Meeting, by all the members entitled to attend and vote; and

22.2 In the case of any other meeting, by a majority in number of the Members having a right to attend and vote, being a majority together representing not less than 95% of the total voting rights at that meeting of the Members.

23. The notice shall specify the place, the day and the hour of the meeting, and the general nature of the business to be transacted; and shall, in the case of an Annual General Meeting, specify the meeting as such. Notice shall be given to the Members, to the Board, and to the auditors.

24. The accidental omission to give notice of the meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive it shall not invalidate the proceedings at the meeting.

### **Attendance and speaking at general meetings**

25. A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

26. A person is able to exercise the right to vote at a general meeting when:

26.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

26.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

27. The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

28. In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

29. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

### **Quorum for general meetings**

30. No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. The quorum for a general meeting shall be six members in attendance in person or by proxy.

## **Chairing general meetings**

31. If the directors have appointed a chair, the chair shall chair general meetings if present and willing to do so.

32. If the directors have not appointed a chair, or if the chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

32.1 the directors present, or

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

33. The person chairing a meeting in accordance with this article is referred to as "the chair of the meeting".

## **Attendance and speaking by directors and non-members**

34. The chair of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

## **Adjournment**

35. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.

36. The chair of the meeting may adjourn a general meeting at which a quorum is present if:

36.1 the meeting consents to an adjournment, or

36.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

37. The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

38. When adjourning a general meeting, the chair of the meeting must:

38.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

38.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

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

39.1 to the same persons to whom notice of the Company's general meetings is required to be given, and

39.2 containing the same information which such notice is required to contain.

40. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

### **Voting at general meetings**

41. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

42. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

43. Any such objection must be referred to the chair of the meeting whose decision is final.

44. A poll on a resolution may be demanded:

44.1 in advance of the general meeting where it is to be put to the vote, or

44.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

45. A poll may be demanded by:

45.1 the chair of the meeting;

45.2 the directors;

45.3 two or more persons having the right to vote on the resolution; or

45.4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

46. A demand for a poll may be withdrawn if:

46.1 the poll has not yet been taken, and

46.2 the chair of the meeting consents to the withdrawal.

47. Polls must be taken immediately and in such manner as the chair of the meeting directs.

### **Content of proxy notice**

48. Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

48.1 states the name and address of the member appointing the proxy;

48.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

48.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

48.4 is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

49. The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

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

51. Unless a proxy notice indicates otherwise, it must be treated as:

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

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

### **Delivery of proxy notice**

52. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that

meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

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

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

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

### **Amendments to resolutions**

56. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

56.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine), and

56.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

57. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

57.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

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

58. If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

### **Votes of Members**

59. The voting rights of Members in all circumstances other than on a show of hands will be related to their relative commercial involvement in the .UK domain. This will be calculated by reference to Members' paid-for domains under



management, and may be capped at an upper limit. The voting rights will be set out in a bye-law.

## **The Board**

60. The Board shall consist of the Elected Directors, the Executive Directors and the Appointed Directors (each as defined below).

61. Up to four directors may be elected by the Members ("Elected Directors"). An Elected Director may not be an executive of the Company. Election by Members shall be governed by election bye-laws that the directors shall from time to time set and publish.

62. Elected Directors shall automatically retire and be subject to re-appointment by election of the Members at the end of the third annual general meeting following their appointment.

63. Up to four executives of the Company, including the Chief Executive, may be appointed as a director by the Board ("Executive Directors"). Such appointments shall be for a maximum term of three years and at the expiration of such term an Executive Director shall be eligible for re-appointment by the Board.

64. Up to four further directors shall be appointed by the Board ("Appointed Directors"). An Appointed Director may not be an executive of the Company.

65. An Appointed Director shall hold office only until the end of the next annual general meeting whereupon they shall resign subject to re-appointment by an ordinary resolution of the Members. Before the end of the third annual general meeting following any re-appointment by the Members, an Appointed Director shall be required to resign and be subject to further re-appointment by an ordinary resolution of the Members.

66. The Board may appoint a director to be the Chair of the Board and may at any time remove the director from that office. Unless the director is unwilling to do so, the director so appointed shall preside at every meeting of the Board at which the director is present.

67. The Board may appoint a person who is willing to act to be a director to fill an Elected Director vacancy. A director so appointed shall hold office only until the end of the next annual general meeting and shall not be taken into account in determining the Elected Directors who are to retire by rotation at the meeting.

68. Without prejudice to any provisions for retirement contained in these Articles, the office of a director shall be vacated if:

- 68.1 they resign their office by notice in writing sent to the Secretary; or
- 68.2 they cease to be a director by virtue of the Act or are removed from office pursuant to the articles or become prohibited by law from being a director; or
- 68.3 they are absent, without the permission of the directors, from meetings of the directors for six consecutive months and the directors resolve that their office be vacated; or
- 68.4 the conduct of that director (whether or not concerning the affairs of the Company) is the subject of an investigation by an inspector appointed by the Secretary of State or by the Serious Fraud Office (or any successor body or body equivalent in any foreign jurisdiction thereto) and the directors shall resolve that it is undesirable that they remain a director; or
- 68.5 notice is given to terminate their contract of employment or engagement with the Company where they are in breach of such contract; or
- 68.6 upon death, or if they become bankrupt or make any arrangement with their creditors generally, or become of unsound mind, or are convicted of an indictable offence for which they are sentenced to a term of imprisonment; or
- 68.7 in the case of an Executive Director, on ceasing to hold executive office.

## **69. Directors' interests**

- 69.1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 69.2 But if article 69.3 applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 69.3 This article applies when:
- 69.3.1 the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
- 69.3.2 the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- 69.3.3 the director's conflict of interest arises from a permitted cause.

69.4 For the purposes of this article, the following are permitted causes:

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

69.4.2 subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and

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

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

69.6 Subject to article 69.7, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair whose ruling in relation to any director other than the chair is to be final and conclusive.

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

### **Proceedings of the directors**

70. The directors shall have control over all the affairs and property of the Company, and may exercise all such powers of the Company as they think fit, except as otherwise provided by these Articles.

71. Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.

72. The quorum necessary for the transaction of the business of the directors shall be four. In the event that the Company has fewer than four directors, the quorum shall be all directors of the Company in relation to matters concerning the appointment of new directors only. The directors shall cause minutes to be

made in books provided for the purpose of all resolutions and proceedings at all meetings of the directors.

73. If at any meeting of the directors the Chair is not present within fifteen minutes after the time appointed for the start of the meeting, the directors present may choose one of their number to be chair of the meeting.

### **Unanimous decisions**

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

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

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

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

### **Committees**

78. The Board may delegate any of its powers to any committee consisting of one or more persons. Any such committee shall have the power (unless the Board directs otherwise) to co-opt as a member or as members of the committee for any specific purpose any person or persons not being a member or members of the Board. It may also delegate to the chief executive or any member of the Board holding any other executive office such of its powers as it considers desirable to be exercised by such persons. Any such delegation may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of its own powers may be revoked or altered. Subject to any such conditions, the proceedings of a committee with one or more persons shall be governed by the provisions of these Articles regulating the proceedings of the Board so far as they are capable of applying.

79. The power to delegate contained in Article 78 shall be effective in relation to the powers, authorities and discretions of the Board generally (none of which shall be deemed incapable of delegation to a committee).

## **Policy to publish .UK policy consultation papers**

80. The Company will publish on its website consultation papers and invite feedback from stakeholders on the non-operational guiding principles regarding the oversight of the .UK top level domain. The Board may establish processes and/or committees for such consultation. The Board shall set the rules for any such processes and/or the appointment, constitution, proceedings, dissolution and powers of any such committee in consultation with that committee.

## **Secretary**

81. The Company shall have a Secretary who shall be appointed by the Board for such term, at such remuneration and upon such conditions as the Board thinks fit. If the office is vacant or for any other reason there is no Secretary capable of acting, anything required or authorised to be done by or to the Secretary may be done by any officer of the Company authorised generally, or specially for that purpose, by the Board.

## **Seal**

82. The seal shall be used only by the authority of the Board. Every instrument to which the seal is affixed shall be signed by a member of the Board, and shall be countersigned by the Secretary, or by a second member of the Board, or by some other person appointed by the Board for the purpose.

## **Notices, Meetings and Resolutions**

83. The following Articles 84 to 88 shall apply to meetings and resolutions of the Board and the Membership, and to notices given to or by any member of those bodies; and "member" shall be construed accordingly.

84. The Company may give any notice and issue any documents or other communications to a member either personally or by sending it by post (airmail in the case of overseas members who have given no address for service within the United Kingdom) in a prepaid envelope addressed to the member at their registered address, or by leaving it at that address or by giving it using electronic communications in accordance with this article. Any notice, document or other communication sent by electronic communication shall be sent to an address for the time being notified (by the person wishing to receive the electronic communication) for that purpose to the person sending the communication.

85. A member present in person at any meeting shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

86. Any notice, document or other communication:

86.1 if sent by the Company by post or other delivery service shall be deemed to have been served or delivered on the day following that on which it was put in the post or given to the delivery agent and, in proving service or delivery, it shall be sufficient to prove that the notice, document or communication was properly addressed, prepaid and put in the post or duly given to the delivery agent;

86.2 if sent by the Company by way of an electronic communication shall be deemed to have been served or delivered at the expiration of 24 hours after the time it was sent, and proof that the notice or communication was sent in accordance with guidance issued by The Chartered Governance Institute shall be conclusive evidence that it was served or delivered;

86.3 not sent by post or other delivery service but served or delivered personally or left by the Company at the address for that member on the register shall be deemed to have been served or delivered on the day and at the time it was so left.

87. Subject to the provisions of the Act (and in particular in the case of a resolution of the Members, to any requirement to submit the proposed resolution to the auditors), a written resolution signed by all the members entitled to attend and vote at meetings shall be as valid and effective as if it had been passed at a meeting properly convened and held. Any such written resolution may consist of two or more documents in similar form (including any contained in an electronic communication), each signed by one or more of such persons. Digital signatures and facsimiles of signatures will suffice for the purpose of this Article.

88. A member entitled to attend and vote at a meeting may participate by means of a telephone conference or other facility whereby all people participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to be presence in person at such meeting.

### **Bye-Laws**

89. In consultation with the Members, the Board will establish bye-laws for the following purposes:

89.1 To determine the subscriptions payable by Members in accordance with article 16; and

89.2 To determine the voting rights of Members in accordance with article 59; and

89.3 To determine the process for the election of the Elected Directors in accordance with article 61.

Provided that nothing in these Articles or in any bye-law shall operate to override the provisions of article 17.

90. Subject to the Act, but without prejudice to any indemnity to which they may otherwise be entitled, every member of the Board and every officer of the Company, shall be indemnified out of the assets of the Company against any liability incurred by them in defending any proceedings, whether civil or criminal, alleging liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and in which judgment is given in their favour, or in which they are acquitted, or in connection with any application in which relief is granted to them by the Court.

91. Subject to the Act, the Company may purchase and maintain for any member of the Board or for any officer of the Company, insurance cover against any liability which may attach to them by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company, and against all costs, charges, losses, expenses and liabilities incurred by them and for which they are entitled to be indemnified by the Company under article 90.