

THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE MEDICAL AND DENTAL DEFENCE UNION OF SCOTLAND

(As amended by special resolution on 20 September 2024)

Company Number
SC005093

1 INTERPRETATION

1.1 In these Articles (being the Articles of Association of MDDUS):-

- (a) "2006 Act" means the Companies Act 2006 including any statutory modification or re-enactment of that Act for the time being in force;
- (b) "Adoption Date" means the date of the adoption of these Articles;
- (c) "Annual General Meeting" means a General Meeting held as MDDUS' annual general meeting in accordance with the 2006 Act;
- (d) "Articles" means the Articles of Association of MDDUS;
- (e) "Board" means the board of Directors of MDDUS from time to time constituted in accordance with the Articles;
- (f) "Chair" means the Chair of the Board appointed from time to time in accordance with Article **19.2**;
- (g) "Chief Executive" means the Chief Executive of MDDUS from time to time in accordance with Article **20**;
- (h) "clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which the notice is given or on which the notice is to take effect;
- (i) "Director" means any person appointed as director of MDDUS from time to time in accordance with Article **15**;
- (j) "Executive Director" means the Chief Executive, Finance Director and any other employee of MDDUS who has been appointed as a Director in accordance with these Articles from time to time;
- (k) "Finance Director" means the Finance Director of MDDUS from time to time in accordance with Article **21**;
- (l) "General Meeting" means a general meeting of MDDUS, including any general meeting held as MDDUS' Annual General Meeting;
- (m) "Life Member" means any Member who in 1996 had been a Member for at least 40 years;
- (n) "MDDUS" means The Medical and Dental Defence Union of Scotland (incorporated in Scotland with number SC005093);
- (o) "Member" means a member of MDDUS from time to time;
- (p) "Ordinary Resolution" means a resolution of the Members on which more than 50 per cent of the votes cast are in favour of the resolution;
- (q) "Relevant Entity" includes any company, limited liability partnership, body corporate, trust, partnership (whether or not the partnership is a legal person), joint venture or unincorporated association;

- (r) "Scheme" means the scheme of arrangement which is between MDDUS and the Scheme Members, who are defined in it, which was sanctioned by order of the Court of Session in Edinburgh made on 5 March 2020 and which became effective, in accordance with section 899(4) of the 2006 Act, on 6 April 2020;
- (s) "Secretary" means the secretary of MDDUS or any other person appointed to perform the duties of the secretary of MDDUS, including a joint, assistant or deputy secretary;
- (t) "Special Resolution" means a resolution of the Members on which 75 per cent or more of the votes cast are in favour of the resolution;
- (u) "United Kingdom" means Great Britain and Northern Ireland; and
- (v) "Vice-Chair" means the Vice-Chair of the Board who may be appointed from time to time in accordance with Article **19.2**.

1.2 Unless the context otherwise requires, words or expressions in the Articles bear the same respective meanings as in the 2006 Act but excluding any statutory modification of the 2006 Act not in force on the Adoption Date.

1.3 In the Articles:-

- (a) any reference to a person includes a reference to a natural person and to a Relevant Entity;
- (b) any reference to a committee includes a reference to any sub-committee or *ad hoc* committee;
- (c) a reference to a person being present at a meeting 'in person' means a person being present on their own behalf, and not by proxy, either physically or by means of an electronic facility allowed for that meeting;
- (d) the references in Article **2.2(c)** below to a natural person include the executors or personal representatives whomsoever of that natural person;
- (e) words importing any gender include all genders; and
- (f) unless the context otherwise requires, words importing the singular shall include the plural, and *vice versa*.

1.4 Any delegation or regulation made by the Board pursuant to any Article below shall not be, or be part of, the Articles.

2 OBJECTS

2.1 The objects of MDDUS are unrestricted.

2.2 Without prejudice to the generality of Article **2.1** above and subject to Articles **2.3** and **2.4** below, which limit Articles **2.2(b)** and **2.2(c)**, the activities for which MDDUS is established include (but are not limited to):-

- (a) to protect, support and safeguard the character and interests of clinicians, in particular medical, dental and related practitioners, who

in the exercise of some qualification or entitlement approved by the Board are or have been practising (including teaching or studying) medicine or dentistry in any of their respective branches;

- (b) to advise and assist Members in regard to all questions, whether of a legal nature or otherwise, which may arise in medical, dental or related practice, and to defend Members in such matters, provided always that any advice, assistance or defence provided by MDDUS shall be provided solely at the absolute discretion of the Board;
- (c) to grant and/or arrange indemnities and/or insurance (to such extent and on such terms, subject to such conditions, exclusions and/or limitations as the Board from time to time determines) to any natural person or Relevant Entity who is a Member or former Member, or to any natural person who is or has been employed by, or who is or has been an officer or a member of, a Member or former Member;
- (d) to effect and obtain all such insurances, re-insurances, counter-insurances, indemnities and guarantees as may be considered expedient by the Board, and to adopt any other means as the Board shall think fit for the attainment of the objects of MDDUS;
- (e) to promote honourable and high standards of clinical practice, especially by medical, dental or related practitioners;
- (f) to consider, originate, promote and support (as far as is legal) legislative and regulatory measures likely to benefit medical, dental and related practitioners generally, and to oppose all measures calculated to injure them; and for the purposes aforesaid to petition any Parliament, statutory body or other decision maker and to take such other steps and proceedings as may be deemed by the Board to be expedient;
- (g) to subscribe to or become a member of, or to establish or promote or support by the application of funds of MDDUS (whether by way of grant or loan or otherwise) or to guarantee or otherwise secure the contracts and obligations of, any company, institution, society or body whether charitable or not which has objects similar to the objects of MDDUS or which is for the benefit of medicine or dentistry or any related practice in any of its branches or is conducive to the interests of, or for the benefit of, MDDUS or of the Members or of any part of the Members or those qualified to be Members (wheresoever such company, institution, society or body may be incorporated, based or domiciled and including, without limitation, an insurance company);
- (h) to provide products and services for reward for or to any person or body concerned with the handling of services:-
 - (i) involving medical, dental or related practitioners (including teachers or students); and
 - (ii) otherwise arising out of the provision of medical, dental or related services;
- (i) to provide (whether for reward or not) management (including, but without limitation, risk and quality management) and educational

services, advice and assistance in respect of any type of claim, including but not limited to medical and dental negligence and malpractice claims involving medical, dental or related practitioners (including teachers or students) wherever in the world claims may arise or for such other purposes as the Board may decide, to any person or body;

- (j) to carry on any other trade or business whatever which can in the opinion of the Board be advantageously carried on in connection with or ancillary to any business of MDDUS; and
- (k) to do all such things as are incidental or conducive to the attainment of the above activities, or any of them.

2.3 Article **2.2(b)** shall not apply to any advice, assistance or defence which would be given to a Member who is an "In-Scope Member", or to a "Former Member" who is an "In-Scope Former Member", each as defined in the Scheme, and which would constitute "In-Scope Benefits", as also defined in the Scheme.

2.4 Article **2.2(c)** shall not apply to any indemnity which would be given to a Member who is an "In-Scope Member", or to a "Former Member" who is an "In-Scope Former Member", each as defined in the Scheme, and which would constitute "In-Scope Benefits", as also defined in the Scheme.

3 APPLICATION OF MDDUS'S INCOME AND PROPERTY

3.1 Subject to Article **4** below, the income and property of MDDUS, whencesoever derived, shall be applied solely towards the promotion of MDDUS's objects, and subject as aforesaid no portion of such income or property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to Members.

3.2 Article **3.1** above shall not prevent any payment in good faith by MDDUS of:-

- (a) reasonable and proper remuneration to any Member or to any officer or employee of MDDUS (including any Director) for any services rendered to MDDUS (provided always that where a Director is to be appointed to a salaried office of MDDUS or to be paid remuneration in return for services rendered to MDDUS such Director shall be excluded from, and shall not participate in, the determination of the Board in regard to such appointment or the amount of such remuneration);
- (b) any costs incurred by any Member or by any officer or employee of MDDUS (including any Director) in transacting the business, or promoting the interests of, MDDUS; and
- (c) without prejudice to the generality of Article **3.2(b)**, out of pocket expenses to any Director.

4 WINDING UP AND DISSOLUTION

4.1 If upon the winding-up or dissolution of MDDUS there remains, after the satisfaction of all of MDDUS's debts and liabilities, any property whatsoever, such property shall not be paid to or distributed among the Members but

shall be given or transferred to bodies (whether or not being a Member or Members) having objects similar to the objects of MDDUS or bodies (whether or not being a Member or Members) the objects of which are a charitable purpose or charitable purposes (and anything incidental or conducive thereto) for the purposes of tax legislation in the United Kingdom, such bodies to be determined by the Board at or before the time of the dissolution of MDDUS.

5 LIMITATION OF MEMBERS' LIABILITY

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

- (a) payment of the debts and liabilities of MDDUS contracted before that Member ceases to be a Member; and
- (b) payment of the costs, charges and expenses of winding up MDDUS.

6 INDEMNITY AGAINST CLAIMS AND INSURANCE

6.1 Indemnities and/or insurance pursuant to Article **2.2(c)** above may be granted or arranged on behalf of MDDUS by the Board. The Board may from time to time prescribe classes of claims or demands in respect of which any specified person approved for the purpose, being either:-

- (a) the Chief Executive or another employee of MDDUS; or
- (b) the Chief Executive or another employee of the related body corporate, association or body of persons to whom the powers of the Board in respect of such claims shall have been delegated under Article **18** below,

may on behalf of MDDUS grant or arrange indemnities and/or insurance within the limits of fixed amounts prescribed by the Board; but nothing contained in this Article shall inhibit the power of the Board to impose terms and conditions on the grant of any particular indemnity and/or insurance or to restrict an indemnity and/or insurance or to withhold altogether the grant of any indemnity and/or insurance.

6.2 The grant of any indemnity and/or insurance pursuant to Article **2.2(c)** above shall be entirely at the absolute discretion of the Board who shall have power to determine the manner in which such indemnities and/or insurance are to be granted and to impose such terms and conditions on the grant of any indemnity and/or insurance as the Board thinks fit. The Board may, at its absolute discretion, limit or restrict any indemnity and/or insurance or decline altogether to grant any indemnity and/or insurance.

6.3 MDDUS and any related body corporate, association or body of persons granting indemnities and/or insurance on behalf of MDDUS may at any time terminate or suspend any indemnity and/or insurance by notice in writing without assigning any reason provided that such notice shall not affect the payment of monies which have become immediately payable before the service of such notice.

- 6.4 A person shall in relation to any proceedings whether legal or otherwise in relation to which an indemnity and/or insurance by MDDUS has been requested by such person comply absolutely with the directions of MDDUS or any related body corporate, association or body of persons granting indemnities and/or insurance on behalf of MDDUS and shall not without the consent of MDDUS or any related body corporate, association or body of persons granting indemnities and/or insurance on behalf of MDDUS take any steps in relation to such proceedings or their determination.
- 6.5 This Article 6 shall not apply to any indemnity which would be given to a Member who is an "In-Scope Member", or to a "Former Member" who is an "In-Scope Former Member", each as defined in the Scheme, and which would constitute "In-Scope Benefits", as also defined in the Scheme.

7 MEMBERS

- 7.1 The Board may admit to membership of MDDUS as a Member any natural person aged 16 years or over who, and any Relevant Entity which, in the opinion of the Board satisfies the criteria and requirements from time to time set or approved by the Board for the admission to membership of MDDUS.
- 7.2 The Board may delegate the powers of the Board pursuant to Article 7.1 above (including the power to refuse to admit any natural person or any Relevant Entity to membership of MDDUS) to any committee of the Board, to the Chief Executive or to any other employee of MDDUS.
- 7.3 Neither MDDUS nor the Board shall be obliged to give any reason for refusing to admit any person to membership of MDDUS.
- 7.4 Any person appointed as Director of MDDUS shall become a Member, subject to having paid a subscription in such amount as may be determined by the Board from time to time.
- 7.5 The rights and privileges of a Member shall be personal and shall not be transferable or transmissible by any means (including by act of the Member or by operation of law).
- 7.6 All Members shall be entitled to receive notice of, attend and vote at any General Meeting of MDDUS. Any Relevant Entity that is admitted to membership of MDDUS shall nominate in writing a natural person as representative to exercise the Member's rights to receive notices of, attend and vote at any General Meeting, and shall notify MDDUS of any changes to its representative from time to time.
- 7.7 A register of the Members from time to time shall be kept by MDDUS and shall contain each Member's name, address and date of admission to membership of MDDUS, and such register of Members shall, in so far as applicable, comply with the provisions of the 2006 Act.
- 7.8 Every Member shall supply to MDDUS the Member's residential or professional or business address from time to time, and the address so notified to MDDUS shall be entered in the register of Members as the registered address of such Member.
- 7.9 Every Member shall on request supply to MDDUS such information of a professional character as the Board may from time to time require.

8 APPLICATIONS FOR MEMBERSHIP, TERMS AND CONDITIONS OF MEMBERSHIP AND MEMBERSHIP SUBSCRIPTIONS

- 8.1 The Board shall have power to make regulations:-
- (a) prescribing forms of application to be delivered to MDDUS by applicants for membership of MDDUS;
 - (b) fixing the subscriptions and/or the basis or means of calculating the subscriptions to be paid by Members or categories or groups of Members (which may be a category or group defined by regulations made by the Board) and the date at and period for which subscriptions to MDDUS are to be paid;
 - (c) prescribing any fee to be paid to MDDUS on admission to membership of MDDUS; and
 - (d) prescribing such other terms and conditions relating to membership of MDDUS as the Board shall deem fit.
- 8.2 The Board's power to make regulations under Article **8.1** above may be exercised either generally or in particular cases and so as to prescribe different rates or periods of subscriptions for different classes of Members as thereby defined to enable the Board to compound for, remit or defer subscription payments for any Members or any such class or classes of Members or to remove altogether the obligation on any such class or classes of Members to pay subscriptions to MDDUS or to fix periods of membership or entitlements to benefits or to re-designate the class of any Members from time to time in accordance with any agreement between such Members and MDDUS or otherwise howsoever as the Board may at its absolute discretion decide.
- 8.3 The name of an applicant for membership of MDDUS shall upon the applicant's admission to membership of MDDUS be entered in the register of Members of MDDUS.

9 CALLS ON MEMBERS

- 9.1 The Board may, if circumstances arise which are considered by the Board to be urgent or exceptional, from time to time (but subject always to Articles **9.2** and **9.3** below), call upon the Members or any class of Members (which may be a class defined by regulations made by the Board under Article **8.1** above or a class specially designated by the Board for the purpose of this Article) to contribute a sum to be paid to MDDUS at such time and place as may be prescribed by the Board in addition to the subscriptions (if any) paid by such Members to MDDUS, and a Member shall on MDDUS's demand pay to MDDUS (but subject always to Article **9.3** below) any sum which that Member is called upon to pay to MDDUS in accordance with this Article **9.1**.
- 9.2 Any call under Article **9.1** above shall not require any Member to pay in any financial year of MDDUS an additional sum greater than the subscription (calculated at an annual rate if not so paid) of that Member in the relevant financial year of MDDUS in which the call is made.
- 9.3 Any call under Article **9.1** above shall not apply to any Life Member.

- 9.4 No call under Article **9.1** above shall require payment to MDDUS by a Member earlier than 21 days after the date on which notice of the call is given by MDDUS to that Member.

10 TERMINATION OF MEMBERSHIP

- 10.1 A Member's membership will automatically renew on the expiration date of their subscription, unless terminated prior to the expiry date in accordance with these Articles.
- 10.2 Any Member may resign as a Member on giving to MDDUS no less than one month's notice (or such shorter notice as the Board may accept at its absolute discretion) and on payment of all sums due (if any) from the Member to MDDUS. MDDUS shall at its absolute discretion be entitled to retain all or any part of any amounts paid in advance by such a Member to MDDUS and the Member shall not be entitled to any refund or rebate of any subscription unless permitted by the Board.
- 10.3 The Board may terminate the membership of any Member or class of Members at any time, with or without giving prior notice to that Member or class of Members of the intention to terminate, and without giving any reason for the termination. The effective date of any such termination pursuant to this Article **10.3** shall be the date of the decision of the Board that such membership be terminated or such later date as the Board shall determine. The termination of any Member's or class of Member's membership of MDDUS pursuant to this Article **10.3** shall not affect any liability of that Member to MDDUS.
- 10.4 Membership of MDDUS of a natural person shall cease on the death of that Member. Membership of MDDUS of a Relevant Entity shall cease on the dissolution of that Relevant Entity.
- 10.5 If the Board discovers or decides that any information provided to MDDUS at any time by or on behalf of a Member, including in their application, is dishonest, inaccurate or incomplete in any respect, the Board may at its absolute discretion declare that membership to be void and to have no effect such that the Member shall not be entitled to any advice, assistance, indemnity and/or insurance from MDDUS. In such cases MDDUS shall refund the subscription received by MDDUS from that Member less all costs or expenses incurred by MDDUS in relation to that Member.
- 10.6 The Board may delegate the powers of the Board pursuant to Article **10.3** or **10.5** above to any committee of the Board, to the Chief Executive or to any other employee of MDDUS.

11 GENERAL MEETINGS

- 11.1 MDDUS shall in each calendar year hold an Annual General Meeting, and MDDUS shall specify the General Meeting as the Annual General Meeting in the notice calling it. Not more than 15 months shall elapse between the date of one Annual General Meeting and that of the next Annual General Meeting.
- 11.2 Each Annual General Meeting shall be held on such day and at such time and place as the Board shall determine.

- 11.3 All General Meetings of MDDUS other than Annual General Meetings shall be called Special General Meetings.
- 11.4 The Board may call at any time a Special General Meeting, and on receipt of a requisition in writing signed by not less than 2.5 percent of Members or on receipt of a requisition of Members pursuant to section 303 of the 2006 Act the Board shall forthwith convene a Special General Meeting.
- 11.5 A Special General Meeting convened by the Board shall be held on such day and at such time and place as the Board shall determine.
- 11.6 A Special General Meeting required to be convened by the Board on the requisition of Members shall be held no later than eight weeks after the receipt by MDDUS of the requisition of such Special General Meeting.
- 11.7 If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director may convene a General Meeting in the same manner as nearly as possible as that in which General Meetings may be convened by the Board.
- 11.8 The Board may resolve to enable persons entitled to attend and participate in a General Meeting to do so by simultaneous attendance and participation by means of electronic facility or facilities, and may determine the means, or all different means, of attendance and participation used in relation to the General Meeting. The Members present in person or by proxy by means of an electronic facility or facilities (as so determined by the Board) shall be counted in the quorum for, and entitled to participate in, the General Meeting in question. That meeting shall be duly constituted and its proceedings valid if the chair is satisfied that adequate facilities are available throughout the meeting to ensure that Members attending the meeting by all means (including the means of an electronic facility or facilities) are able to:-
- (a) participate in the business for which the meeting has been convened;
 - (b) hear all persons who speak; and
 - (c) be heard by all other persons attending and participating in the meeting.

12 NOTICE OF GENERAL MEETINGS

- 12.1 A General Meeting shall be called by at least 14 clear days' notice in writing. The notice shall specify the place, the day and the hour of the General Meeting and, in the case of special business, the general nature of that business, and shall (subject always to Article **28.3** below) be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by MDDUS in General Meeting, to:-
- (a) the Members;
 - (b) the Directors; and
 - (c) the Auditor of MDDUS.

No other person shall be entitled to receive notice of any General Meeting of MDDUS.

- 12.2 The accidental omission to give notice of any General Meeting to, or the non-receipt of a notice of a General Meeting by, any person entitled to receive notice of that General Meeting shall not invalidate the proceedings at that General Meeting.
- 12.3 If the Board determines, pursuant to Article **11.8** above, that a General Meeting shall be held partly by means of electronic facility or facilities, the notice shall:-
- (a) include a statement to that effect;
 - (b) specify the means, or all different means, of attendance and participation thereat, and any access, identification and security arrangements; and
 - (c) state how it is proposed that persons attending or participating in the meeting electronically should communicate with each other during the meeting.

13 PROCEEDINGS AT GENERAL MEETINGS

- 13.1 All business shall be deemed special that is transacted at a General Meeting, other than in the case of an Annual General Meeting:-
- (a) the consideration of the income and expenditure account and balance sheet of MDDUS and the reports of the Board and Auditor of MDDUS on the financial statements;
 - (b) the appointment and re-appointment of Directors; and
 - (c) the appointment of, and the fixing of the remuneration of, the Auditor of MDDUS.
- 13.2 No business shall be transacted at any General Meeting unless a quorum is present. The quorum shall be six Members (present in person or by proxy) provided always that:-
- 13.2.1 the chair of the General Meeting being either the Chair or the Vice-Chair (if any has been appointed); and
 - 13.2.2 either the Chief Executive or the Finance Director or any other Executive Director,
- are present in person and not by proxy at the General Meeting.
- 13.3 If a quorum for a General Meeting is not present within 30 minutes from the time appointed for the General Meeting or if during any General Meeting a quorum ceases to be present, the General Meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other time and place on that day as the Board may determine; and if at the adjourned General Meeting a quorum is not present within 30 minutes from the time appointed for the adjourned General Meeting, the Members present in person or by proxy shall be a quorum.
- 13.4 The Chair shall preside as chair at a General Meeting. In the absence of the Chair at a General Meeting, the Vice-Chair (if a Vice-Chair has been appointed) shall preside as chair at the General Meeting. If neither the

Chair nor the Vice-Chair is present within 30 minutes after the time appointed for the holding of the General Meeting and/or is not willing to act as chair of the General Meeting, the Directors present shall elect one of their own number to be chair of the General Meeting (and if there is only one Director present and willing to act as chair of the General Meeting, that Director shall be chair of that General Meeting).

- 13.5 If at any General Meeting no Director is present and willing to act as chair of the General Meeting or if no Director is present within 30 minutes after the time appointed for holding the General Meeting, the Members present in person or by proxy shall choose one of their own number to be chair of the General Meeting.
- 13.6 The chair of a General Meeting may (and shall if so directed by the General Meeting) adjourn the General Meeting from time to time and from place to place, but no business shall be transacted at any adjourned General Meeting other than business which might properly have been transacted at the General Meeting had the adjournment not taken place. When a General Meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned General Meeting and the general business to be transacted at the adjourned General Meeting as in the case of an original General Meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned General Meeting.
- 13.7 A resolution put to the vote of a General Meeting held partly by means of electronic facility or facilities shall be decided on a poll, which poll votes may be cast by such electronic means as the Board, at its absolute discretion, deems appropriate for the purposes of the meeting. Any such poll shall be deemed to have been validly demanded at the time fixed for the holding of the meeting to which it relates.
- 13.8 A resolution put to the vote of a General Meeting which is held in person only shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-
 - (a) by the chair of the General Meeting; or
 - (b) by at least five Members (and a demand by a person as proxy for a Member shall have the same effect as a demand by the Member).
- 13.9 Unless a poll is duly demanded, a declaration by the chair of a General Meeting that a resolution at that General Meeting has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the General Meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 13.10 The demand for a poll may before the poll is taken be withdrawn but only with the consent of the chair of the General Meeting at which the poll was demanded, and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

- 13.11 A poll shall be taken at a General Meeting as the chair of that General Meeting directs, and the chair may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be a resolution of the General Meeting at which the poll was demanded.
- 13.12 In the case of an equality of votes at a General Meeting, whether on a show of hands or on a poll, the chair of that General Meeting shall be entitled to a casting vote in addition to any other vote which the chair may have.
- 13.13 A poll demanded at a General Meeting on the election of the chair of that General Meeting shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair of the General Meeting at which the poll is demanded directs, not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a General Meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of the show of hands and the demand is duly withdrawn, the General Meeting shall continue as if the demand for the poll had not been made.
- 13.14 No notice need be given of a poll not taken forthwith if the time and place at which the poll is to be taken are announced at the General Meeting at which the poll is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 13.15 The Board shall be at liberty to invite any person not being a Member to attend and speak, but not to vote, at any General Meeting.

14 VOTES OF MEMBERS

- 14.1 On a show of hands every Member who is present in person shall have one vote, and on a poll every Member present in person or present by proxy shall have one vote.
- 14.2 A Member in respect of whom an order has been made by any Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote whether on a show of hands or on a poll by his receiver, *curator bonis* or other person authorised by the Court to act on behalf of and/or to represent that Member, and any such receiver, *curator bonis* or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be deposited at the registered office of MDDUS or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy not less than 48 hours before the time appointed for holding the General Meeting or adjourned General Meeting at which the right to vote is to be exercised, and in default the right to vote shall not be exercisable.
- 14.3 No objection shall be raised to the qualification of any voter at any General Meeting except at the General Meeting or adjourned General Meeting at which the vote objected to is tendered, and every vote not disallowed at a General Meeting shall be valid. Any objection made in due time shall be referred to the chair of the General Meeting whose decision shall be final and conclusive.

- 14.4 An instrument appointing a proxy shall be in writing in common form or in any other form which the Board shall approve and shall be signed by the appointer or by the appointer's attorney duly authorised in writing. A proxy need not be a Member.
- 14.5 The instrument appointing a proxy and any authority under which it is signed and a copy of such authority certified notarially or in some other way approved by the Board shall:-
- (a) be deposited at the registered office of MDDUS or at such other place within the United Kingdom as is specified in the notice convening the General Meeting or in any instrument of proxy sent out by MDDUS in relation to the General Meeting not less than 48 hours before the time for holding the General Meeting or adjourned General Meeting at which the person named in the instrument proposes to vote; or
 - (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
 - (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, delivered at the General Meeting at which the poll was demanded to the chair of that General Meeting or to the Secretary or to any Director,
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
- 14.6 An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 14.7 A vote given or poll demanded by a proxy shall be valid notwithstanding the prior revocation of the authority of the proxy unless notice of the revocation was received by MDDUS (at its registered office or at such other place at which the instrument of proxy was duly deposited) before the commencement of the General Meeting or adjourned General Meeting at which the vote is given or the poll demanded or the time appointed for taking the poll (in the case of a poll taken otherwise than on the same day as the General Meeting or adjourned General Meeting).

15 THE BOARD

- 15.1 Subject to the provisions of the 2006 Act, of the Articles and of any direction effected by Special Resolution, the business of MDDUS shall be managed by the Board which may exercise all the powers of MDDUS. No alteration of the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article **15.1** shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.
- 15.2 The Board shall be the Directors of MDDUS in office from time to time.
- 15.3 The Board may from time to time appoint any employee of MDDUS as Director (and any such Director shall be an "Executive Director") to

perform such duties for such a period and upon such terms and conditions as the Board shall from time to time decide.

- 15.4 The number of Directors shall not be subject to any maximum, but the number of Executive Directors shall be less than half of the total number of Directors from time to time.
- 15.5 Each Director, other than (a) an Executive Director and (b) any Director re-appointed as a Director pursuant to Article **15.8** below, is subject to retirement by rotation in accordance with the provisions of Articles **15.6** to **15.11** (inclusive) below.
- 15.6 Each Director who is subject to retirement by rotation shall retire as a Director at an Annual General Meeting of MDDUS held during the period not exceeding three years after the Annual General Meeting at which that Director was appointed or was last re-appointed as a Director.
- 15.7 Subject always to Article **15.8** below, any Director who retires at an Annual General Meeting in accordance with Article **15.6** above and has held office as a Director for a continuous period of nine or more years as at the commencement of that Annual General Meeting shall not be eligible for re-appointment as a Director.
- 15.8 Any Director who retires at an Annual General Meeting ("**the relevant AGM**") and is not by reason of Article **15.7** above eligible for re-appointment as a Director, may nevertheless be re-appointed as a Director for up to three further consecutive terms of one year each, on the recommendation of the Board.
- 15.9 A year for the purposes of Articles **15.7** and **15.8** above shall be the period between one Annual General Meeting and the next following Annual General Meeting.
- 15.10 There shall be no break in the continuous period of office of any Director if at any Annual General Meeting that Director retires in accordance with Article **15.6** above and is re-appointed or is deemed to have been re-appointed as a Director at that Annual General Meeting.
- 15.11 If MDDUS at the Annual General Meeting at which a Director retires by rotation does not fill the vacancy the retiring Director shall if willing and eligible to be re-appointed as a Director be deemed to have been re-appointed unless at the Annual General Meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of that Director is put to the Annual General Meeting and lost.
- 15.12 No person other than a Director retiring by rotation shall be appointed or re-appointed as a Director at any General Meeting unless:-
 - (a) he is recommended by the Board for appointment or re-appointment as a Director; or
 - (b) not less than 28 and not more than 42 clear days before the date appointed for the General Meeting, notice signed by at least 10 Members has been given to MDDUS of the intention to propose that person for appointment or re-appointment as a Director stating the particulars in respect of that person which would, if that person were so appointed or re-appointed as a Director, be required to be

included in MDDUS's register of Directors in respect of that person, together with notice signed by that person of his willingness to be appointed or re-appointed as a Director.

- 15.13 At least 14 clear days before the date appointed for holding a General Meeting, notice shall be given to all who are entitled to receive notice of the General Meeting of any person (other than a Director retiring by rotation at the General Meeting) who is recommended by the Board for appointment or re-appointment as a Director at that General Meeting or in respect of whom notice has been duly given to MDDUS of the intention to propose him at the General Meeting for appointment or re-appointment as a Director. The notice shall give the particulars in respect of that person which would, if he were so appointed or re-appointed as a Director, be required to be included in MDDUS's register of Directors in respect of that person.
- 15.14 The Board may appoint any person who is willing to act to be a Director either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any maximum number fixed by or in accordance with the Articles. A Director so appointed shall hold office only until the next following Annual General Meeting. If not re-appointed at such Annual General Meeting that Director shall cease to be a Director at the conclusion of that Annual General Meeting.

16 MINUTES

The Board and any committee of the Board shall cause minutes to be made:-

- (a) of all appointments of officers made by the Board or by MDDUS in General Meeting;
- (b) of the names of the Directors present at each meeting of the Board and of the names of the members of any committee of the Board present at each meeting of the committee; and
- (c) of all resolutions and proceedings at all General Meetings of MDDUS and at all meetings of the Board and of any committee of the Board.

17 DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 17.1 Any person appointed as an Executive Director shall cease to be a Director forthwith on ceasing, for whatsoever reason, to be an employee of MDDUS.
- 17.2 The Board may at any time terminate the appointment as a Director of any person who is an Executive Director of MDDUS.
- 17.3 A Director shall cease to be a Director forthwith if:-
- (a) he ceases to be a Director by virtue of any provisions of the 2006 Act, he becomes disqualified from holding office or he becomes prohibited by law from being a director of a company; or
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors; or

- (c) he resigns as a Director by notice in writing to MDDUS; or
- (d) he shall for more than three consecutive meetings of the Board have been absent without permission of the Board and the Board resolves that his office be vacated.

17.4 MDDUS may by Ordinary Resolution, of which special notice has been given in accordance with section 312 of the Act, remove from office any Director notwithstanding anything in the Articles or in any agreement between MDDUS and that Director.

18 DELEGATION BY THE BOARD

- 18.1 The Board may delegate any of the Board's powers in relation to any question or matter arising in relation to Members or prospective Members practising, studying, resident or carrying on a business outside the United Kingdom and the Republic of Ireland (including, but without prejudice to the foregoing, the granting or arranging of indemnities and/or insurance by MDDUS to any body corporate, association or body of persons having or professing to have objects similar to those of MDDUS whether in any part of the United Kingdom or overseas which the Board may approve for such purpose).
- 18.2 Without prejudice to Article **18.1** above, the Board may delegate any of its powers (including, but without prejudice to the foregoing, the granting of indemnities and/or insurance) to committees consisting, subject always to Article **18.3** below, of not less than two Directors and such other persons (whether Members or not) as the Board shall think fit not being a majority in number of the members of the committee in each case.
- 18.3 Any committee appointed by the Board under Article **18.2** above shall conform to any regulations imposed upon it by the Board. The meetings and proceedings of any such committee shall be governed by the provisions of the Articles for regulating the meetings and proceedings of the Board so far as is applicable and so far as the same shall not be superseded by any regulations made by the Board.
- 18.4 All acts *bona fide* done by any meeting of the Board or of any committee of the Board or by any person acting as a Director or of any such committee shall, notwithstanding if it is afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or any member of such committee or person acting as aforesaid or that such member or person was disqualified, be as valid as if every such member or person had been duly appointed or had duly continued in office and was qualified to be a Director or a member of any such committee.
- 18.5 The Board may delegate to the Chief Executive and / or the Finance Director and / or any Executive Director such of the Board's powers as the Board considers fit with power to sub-delegate. Any such delegation may be made subject to such conditions as the Board shall think fit and either side by side with or to the exclusion of the Board's own powers, and may be revoked or altered.

19 MEETINGS OF THE DIRECTORS

- 19.1 Subject to the Articles the Board may regulate the Board's proceedings as the Board thinks fit.
- 19.2 The Board shall appoint one of their number to be Chair of the Board and may appoint one of their number to be Vice-Chair of the Board, and may at any time remove the Chair and/or the Vice-Chair from office.
- 19.3 The Chair shall preside at every meeting of the Board at which he is present. If the Chair is not present at a meeting of the Board, the Vice-Chair (if any has been appointed) shall preside at the meeting. If there is no Chair or Vice-Chair or either the Chair or the Vice-Chair is unwilling to preside or is not present within 10 minutes after the time appointed for the holding of a meeting of the Board, the Directors present may appoint one of their number to preside at the meeting.
- 19.4 Any four Directors may, and the Secretary at the request of the Chair or the Vice-Chair shall, call a meeting of the Board.
- 19.5 Questions arising at a meeting of the Board shall be decided by a majority of votes. Each Director present and entitled to vote shall have one vote. In the case of an equality of votes, the Chair or the Vice-Chair or other person chairing the meeting of the Board shall have a second or casting vote, unless such person has declared an interest in the relevant subject matter, in which case the longest-serving person present and entitled to vote at the meeting of the Board shall have the casting vote.
- 19.6 The quorum for the transaction of the business of the Board may be fixed by the Board and unless so fixed at any other number shall be four Directors, at least two of whom must not be Executive Directors.
- 19.7 The Board or a sole Director may act notwithstanding any vacancies in the number of Directors, but if the number of Directors is less than the number fixed as the quorum for the transaction of business at meetings of the Board, the Board may act only for the purpose of filling vacancies in the Board or of calling a General Meeting.
- 19.8 A meeting of the Board, or of a committee of the Board, may consist of a conference between Directors or, as the case may be, members of the committee who are not all in one place, but of whom each is able to speak to each of the others and to be heard by each of the others simultaneously. Alternatively, such a meeting can take place by a series of telephone calls from the chair of the meeting. A Director or a member of the committee taking part in such a conference or telephone call shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in the quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating in the conference is assembled or, if there is no such group or if the meeting takes place by a series of telephone calls from the chair, where the chair of the meeting then is. The word "meeting" when referring to a meeting of the Board, or of a committee of the Board, in the Articles shall be construed accordingly.
- 19.9 A resolution in writing agreed by two thirds of all the Directors who are entitled to receive notice of a meeting of the Board or of a committee of the Board shall be as valid and effectual as if it had been passed at a

meeting of the Board or, as the case may be, of the committee duly convened and held and may consist of several documents in the like form each signed by one or more persons.

19.10 If a question arises at a meeting of the Board or a committee as to the right of a Director to vote, the question may, before the relevant vote, be referred to the chair of the meeting and the chair's ruling in relation to any Director other than himself shall be final and conclusive.

19.11 The Board may invite or allow any person as the Board may consider appropriate to attend and speak, but not to vote, at any meeting or meetings of the Board.

20 CHIEF EXECUTIVE

The Board may appoint as Chief Executive of MDDUS such person (whether a Member or not at the time of appointment) as the Board shall think fit to perform such duties for such a period and upon such terms and conditions as the Board shall from time to time decide. The Board may at any time terminate the appointment of any person as Chief Executive provided that the exercise of the Board's powers under this Article **20** shall not deprive such person of compensation or damages payable to such person in respect of the termination of such person's appointment as Chief Executive, and the Board may fill any vacancy arising in the office of Chief Executive.

21 FINANCE DIRECTOR

The Board may appoint as Finance Director of MDDUS such person (whether a Member or not at the time of appointment) as the Board shall think fit to perform such duties for such a period and upon such terms and conditions as the Board shall from time to time decide. The Board may at any time terminate the appointment of any person as Finance Director provided that the exercise of the Board's powers under this Article **21** shall not deprive such person of compensation or damages payable to such person in respect of the termination of such person's appointment as Finance Director, and the Board may fill any vacancy arising in the office of Finance Director.

22 REMUNERATION, EXPENSES AND INTERESTS OF THE BOARD

22.1 A Director shall be entitled to such remuneration as the Board may determine and unless the Board otherwise decides such remuneration shall be deemed to accrue from day to day.

22.2 The Directors may be paid such sums in respect of lost professional earnings as the Board may determine and all expenses properly incurred by them in connection with their attendance at meetings of the Board or committees of the Board or General Meetings of MDDUS or otherwise in connection with the discharge of their duties.

22.3 No officer or Director or employee of MDDUS is permitted to act as an arbiter, arbitrator, umpire or expert or to give his professional services or to perform any special services or to make special exertions of any nature whatsoever for any of the purposes of MDDUS or to accept any remuneration or reward by way of fees or otherwise in respect of any arbitration or award or the provision of such services, unless authorised expressly by the Board.

- 22.4 A Director who is in any way, whether directly or indirectly, interested in a contract, transaction or arrangement or proposed contract, transaction or arrangement with MDDUS must, in accordance with section 182 of the 2006 Act, declare the nature of his interest at a meeting of the Board. Subject to Article **3.2(a)** above, a Director who has, in accordance with section 182 of the 2006 Act, declared his interest in any contract, transaction or arrangement or proposed contract, transaction or arrangement shall be entitled to vote in respect of, and may be a party to or be in any way interested whether directly or indirectly in, that contract, transaction or arrangement and shall not be accountable to MDDUS for any interest, remuneration, profit or other benefit which that Director (or any person connected with that Director) derives from that contract, transaction or arrangement; and any such contract, transaction or arrangement is not liable to be avoided on the grounds of the interest in it of such Director.
- 22.5 For the purposes of section 175 of the 2006 Act, the Board has the power to authorise any matter which would or might otherwise constitute or give rise to a breach of duty of a Director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of MDDUS.
- 22.6 Authorisation of a matter under Article **22.5** above is effective only if:-
- 22.6.1 any requirement as to the quorum at the meeting of the Board at which the matter is considered is met without counting in the quorum the Director in question or counting in the quorum any other interested Director; and
- 22.6.2 the matter was agreed to without such Director (or any other interested Director) voting, or would have been agreed to if the vote of such Director (and the vote of any other interested Director) had not been counted.
- 22.7 Any authorisation of a matter under Article **22.5** above shall be subject to such conditions, limitations and/or terms as the Board may decide, whether at the time such authorisation is given or subsequently, and may be varied or revoked at any time at the absolute discretion of the Board.
- 22.8 Subject to any conditions, limitations and/or terms imposed by the Board, any authorisation given under Article **22.5** above shall be deemed to be given to the fullest extent permitted by the 2006 Act. A Director shall comply with any obligations imposed on him by the Board pursuant to any such authorisation.
- 22.9 A Director shall not, save as otherwise agreed by him, be accountable to MDDUS for any benefit which he (or a person connected with him) derives from any matter authorised by the Board under Article **22.5** above. Any contract, transaction or arrangement relating to such a matter is not liable to be avoided on the grounds of any such benefit.
- 22.10 Any authorisation of a matter under Article **22.5** above shall extend to any actual or potential conflict of interest which may reasonably be expected by the Board at the time such authorisation is given to arise out of the matter so authorised.

23 HONORARY FELLOWS

The Board may from time to time invite any person to be an Honorary Fellow of MDDUS for such period as the Board thinks fit. An Honorary Fellow shall not be eligible for appointment or re-appointment to the Board.

24 SECRETARY

- 24.1 Subject to the provisions of the 2006 Act and to Article **24.2** below, the Secretary shall be appointed by the Board for such term and at such remuneration and upon such conditions as the Board may think fit; and the Secretary may be removed by the Board.
- 24.2 No Secretary of MDDUS need be appointed if and for so long as MDDUS is not required by law to have a Secretary.
- 24.3 A provision of the 2006 Act or of the Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by it being done by or to the same person acting both as a Director and as the Secretary.
- 24.4 An Executive Director may be appointed by the Board as the Secretary.

25 SEAL

MDDUS shall not have a seal.

26 ACCOUNTS

- 26.1 The Board shall cause accounting records to be kept by MDDUS in accordance with the 2006 Act.
- 26.2 The accounting records shall be kept at the registered office of MDDUS or, subject to the 2006 Act, at such other place or places as the Board may think fit, and shall always be open to the inspection of any Director.
- 26.3 The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of MDDUS or any of them shall be open to the inspection of any Member who is not a Director, and no Member shall have any right of inspecting any account or book or document of MDDUS except as conferred by statute or authorised by the Board or by MDDUS in General Meeting.
- 26.4 The Board shall from time to time in accordance with the 2006 Act cause to be prepared and to be laid before MDDUS in General Meeting an income and expenditure account, a balance sheet and report of the Board and a report of MDDUS's Auditor on such account and balance sheet. The Auditor's report shall be read before the General Meeting as required by the 2006 Act.

27 AUDITOR

An Auditor of MDDUS shall be appointed and its duties regulated in accordance with the 2006 Act.

28 NOTICES

- 28.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing or where permitted by the 2006 Act sent or supplied by electronic means except that a notice calling a meeting of the Board need not be in writing.
- 28.2 Any notice or document may be served on or delivered to any Member by MDDUS (subject to Article **28.3** below):-
- (a) personally by leaving the notice or document at the Member's registered address; or
 - (b) by sending the notice or document prepaid through the post to such Member at the Member's registered address; or
 - (c) by sending the notice or document in electronic form to a number or address notified by the Member to MDDUS for that purpose; or
 - (d) by publication on a website the address of which shall be notified to Members in writing or by electronic means.
- 28.3 A Member who has no registered postal address within the United Kingdom and has not supplied to MDDUS an address (not being an electronic address) within the United Kingdom for the service of notices or documents shall not be entitled to receive notices or documents from MDDUS.
- 28.4 Any notice, document or other information sent or supplied by MDDUS shall be deemed to be delivered:-
- (a) if served or delivered in accordance with the Articles by post at the expiration of 24 hours after the time when the notice, document or other information is posted prepaid, and in proving such service or delivery it shall be sufficient to prove that such notice, document or other information (or the envelope containing such notice, document or information) was properly addressed and posted prepaid;
 - (b) if any notice or document is not sent by post but left at the registered address of a Member in the United Kingdom, on the day it was so left;
 - (c) if sent or supplied by electronic means at the expiration of 24 hours after the time the notice, document or other information was sent; or
 - (d) if published on a website, on the day when the material was first made available on the website or, if later, the day on which the recipient received (or is deemed to have received) notice of the fact that the notice, document or other information was available on a website.
- 28.5 A Member present, either in person or by proxy, at any General Meeting of MDDUS shall be deemed to have received notice of that General Meeting and, where requisite, of the purposes for which that General Meeting was called.

- 28.6 Save as otherwise provided in the Articles, any notice or other document required to be served on or delivered or sent to MDDUS or any officer of MDDUS may be served, delivered or sent by delivering the notice or document by hand or by sending the notice or document prepaid through the post addressed to MDDUS or to such officer of MDDUS at the registered office of MDDUS or such other place as MDDUS may specify or by sending such notice or document, using electronic means, to an address specified for the receipt of such notice or document in accordance with the Articles or any such other address as MDDUS may specify.
- 28.7 The signature on any notice required to be given by MDDUS may be typed or printed or otherwise written or reproduced by mechanical means.

29 INDEMNITY

- 29.1 Subject to the provisions of and so far as may be permitted by the 2006 Act:-
- (a) any current or former Director, Secretary or officer of MDDUS (each a "Relevant Person") shall be entitled to be indemnified by MDDUS against all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office and/or otherwise in relation to or in connection with any thing done or not done or omitted to be done by him whilst acting for or on behalf of MDDUS or any of its subsidiaries; and
 - (b) MDDUS may provide any Relevant Person with funds (whether by loan or otherwise) to meet expenditure incurred or to be incurred by him in connection with (i) defending any criminal, regulatory or civil proceedings, or (ii) an application for relief from liability, in his capacity as a Relevant Person acting for or on behalf of MDDUS or any of its subsidiaries in any circumstances as set out in Article **29.1(a)**, and otherwise may take any action to enable any such Relevant Person to avoid incurring such expenditure,
- provided that this Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the 2006 Act or any other provision of applicable law.
- 29.2 The Board shall have power to purchase and maintain insurance for or for the benefit of any Relevant Person including but not limited to insurance against any liability incurred by any Relevant Person in respect of any charges, costs, expenses, losses and liabilities suffered or incurred by such Relevant Person in the actual or purported execution or discharge of their duties in respect of MDDUS and/or the actual or purported exercise of their powers in respect of MDDUS and/or otherwise in relation to or in connection with any thing done or not done or omitted to be done by them whilst acting for or on behalf of MDDUS or as representatives of MDDUS.
- 29.3 For the purposes of Article **29.1** above, any Auditor of MDDUS shall not be an officer of MDDUS.