



# **THE COMPANIES ACT 2006 PRIVATE COMPANY LIMITED BY GUARANTEE ARTICLES OF ASSOCIATION OF SMALL CELL FORUM LIMITED**

**(Formerly Femto Forum Limited)**

*(Adopted by special resolution passed on 1 August 2014 as amended  
by special resolution passed 31 December 2014)<sup>1</sup>*

## **Introduction<sup>2</sup>**

The Small Cell Forum is a not-for-profit membership organisation which aims to accelerate small cell adoption to change the shape of mobile networks and maximise the potential of mobile services.

The Small Cell Forum, working at the direction of an executive committee, elected by its members (the Executive Board (as defined below)) sets key policy priorities in line with the Objectives of the Forum (as set out in Article B on pages 6 and 7 of this document), reviews and amends those priorities from time to time. At the date on which these articles of association were adopted by the members of the Small Cell Forum (as set out above) those key policies are as set out in Annex 1 to these articles of association

The Small Cell Forum is housed within an English company limited by guarantee (the details of which are set out above). The members of the Small Cell Forum are also "members" of the company for the purposes of English company law, and have the rights and responsibilities set out in law and in these articles of association according to that status. These articles of association are binding upon members, and can be amended from time to time in accordance with their terms.

Where the Small Cell Forum achieves its aims through holding formal meetings or working groups those proceedings will be regulated in line with the terms of this document.

The directors of the Small Cell Forum for the purpose of Company law are known as the Secretariat. These individuals are not members of the Small Cell Forum (in a personal capacity), but may additionally be an employee of a member or a Nominated Representative (as that term is defined in the Articles) of a member. The Secretariat administers the activities of the Small Cell Forum on the basis of this document, the general law and the Term of Reference set down from time to time by the Executive

<sup>1</sup> The amendments implemented by this special resolution reflect: (i) the closing of the Observer class of Member to the new entrants; and (ii) the addition of the Explorer class of Members.

<sup>2</sup> This introductory section is to assist members and potential members of the Small Cell Forum to understand the interrelationship between the Small Cell Forum (the membership organisation) and the Small Cell Forum Limited as well as the part that this document (the articles of association of the Forum) plays in regulating that relationship and the relationship between, and admission and exclusion of, the members of the Small Cell Forum. This section is for explanatory purposes only and is not intended to be legally binding or to affect the construction or interpretation of the articles of association themselves.

Board.

## A. Definitions

1. In these articles of association ("**Articles**") the following terms shall have the following meanings:

<b>"Academic Member"</b>	means a person complying with the criteria set out in Article F6(a) who has been admitted to membership of the Small Cell Forum and entered in the Register of Members in such capacity and a reference to " <b>Academic Members</b> " shall mean all of the Members in that capacity from time to time;
<b>"Act"</b>	means the Companies Act 2006;
<b>"Affiliate"</b>	means in respect of a Member, a company which is its subsidiary or holding company or a company (other than the Member itself) which is a subsidiary of that holding company (where the terms "subsidiary" and "holding company" have the meanings set out the Act);
<b>"Anti Trust and Competition Law Policy"</b>	means the Small Cell Forum's Anti Trust and Competition Law Policy (as amended and adopted by the Executive Board from time to time);
<b>"Annual Fee"</b>	means the fee payable in each Membership Year by each Member or any category of Members as set by the Executive Board from time to time;
<b>"Application Form"</b>	means the form of application for membership of the Small Cell Forum as prescribed by the Executive Board from time to time, including the attached schedule (the current version of which is attached as Annex 2);
<b>"Brand Guidelines"</b>	means the guidelines and regulations relating to the use of the intellectual property rights of the Small Cell Forum (as amended and adopted by the Executive Board from time to time);
<b>"Business Day"</b>	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
<b>"Chair"</b>	means the chairperson of the Small Cell Forum from time to time appointed in accordance with the provisions of, and having the rights and responsibilities set out in, Articles J22 and J27;
<b>"CEO"</b>	means the chief executive officer of the Small Cell Forum from time to time appointed in the manner set out in Article P;
<b>"Company Secretary"</b>	means the company secretary of the Small Cell Forum from time to time appointed in the manner set out in Article O;
<b>"Connected Person"</b>	has the meaning given in section 252 of the Act;

<b>“Director”</b>	means a person appointed to the statutory position of director of Small Cell Forum Limited, having the duties and responsibilities attributable to such position in law;
<b>“Executive Board”</b>	means the executive board of the membership appointed in accordance with the provisions of, and having the rights and responsibilities set out in, Article K;
<b>“Executive Board Member”</b>	means the Chair, the Vice Chair and Ordinary Executive Board Members appointed from time to time;
<b>“Executive Board Membership Fee”</b>	means the fee payable by an Ordinary Executive Board Member in respect of each term that it serves in such role, as set by the Executive Board from time to time, in respect of its enhanced rights as an Ordinary Executive Board Member of the Small Cell Forum;
<b>“Executive Board Term”</b>	has the meaning given in Article K6;
<b>“Explorer Member”</b>	means a person complying with the criteria set out in Article F5(a) who has been admitted to membership of the Small Cell Forum and entered into the Register of Members in such capacity and a reference to <b>“Explorer Members”</b> shall mean all of the Members in that category from time to time;
<b>“Full Member”</b>	means a person complying with the criteria set out in Article F3(a) who has been admitted to membership of the Small Cell Forum and entered into the Register of Members in such capacity and a reference to <b>“Full Members”</b> shall mean all of the Members in that category from time to time;
<b>“Full Member Event”</b>	means an event of the Small Cell Forum designated by the Executive Board as being open to Full Members and duly appointed delegates of Academic members only;
<b>“Group”</b>	means the Member and all of its Affiliates;
<b>“IPR and Confidentiality Policy”</b>	means the Small Cell Forum’s IPR and Confidentiality Policy (as amended and adopted by the Executive Board from time to time);
<b>“Members”</b>	means a “member” (as that term is defined in section 112 of the Act) being those persons admitted as Full Members, Observer Members, Explorer Members and Academic Members from time to time and where a member is a corporate entity, that corporate entity itself and not its Nominated Representative (or any other person appointed to represent that entity for any purpose as part of the activities of the Small Cell Forum);

<b>“Membership Year”</b>	means each membership year of the Small Cell Forum being the twelve month period beginning on and from 1 October to and including 30 September (or any other twelve month period adopted by the Executive Board as the Membership Year from time to time);
<b>“Model Articles”</b>	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered <b>“Model Article”</b> is a reference to that article of the Model Articles;
<b>“Nominated Representative”</b>	means the individual appointed by a Member that is not a natural person from time to time as its authorised representative in connection with all matters relating to the Small Cell Forum;
<b>“Objectives”</b>	means the objectives of the Small Cell Forum set out in Article B;
<b>“Observer Member”</b>	means a person complying with the criteria set out in Article F4(a) who has been admitted to membership of the Small Cell Forum and entered into the Register of Members in such capacity and a reference to <b>“Observer Members”</b> shall mean all of the Members in that category from time to time;
<b>“Open Mobile Alliance”</b>	means Open Mobile Alliance Limited, a company registered in England under registered number 03488861 being the standards body that develops open standards for the mobile phone industry and any body that the Executive Board deems to be the successor to that entity;
<b>“Ordinary Executive Board Members”</b>	means a person appointed to be an Executive Board Member, in accordance with Article K, not being the Chair or Vice Chair;
<b>“Region”</b>	means each of: the Americas; Asia; Europe, Middle East; and North Africa and or any other geographical designation determined by the Executive Board as a “Region” for the purposes of the Small Cell Forum from time to time;
<b>“Regional Chair”</b>	means the Executive Board Member or other person appointed to fill that position in a Region by the Executive Board from time to time, having the role and responsibilities to the limitations set out in Article J25;
<b>“Register of Members”</b>	means the register of members of the Small Cell Forum containing the information set out in section 113 of the Act;
<b>“Secretariat”</b>	means the persons appointed from time to time as the directors;

<b>"Small Cell"</b>	means operator-controlled, low-powered radio access nodes (with a typical range of between 10 metres to several hundred metres) including without limitation, nodes that operate in licensed spectrum and unlicensed carrier-grade Wi-Fi, residential femtocells, picocells, microcells and metrocells;
<b>"Small Cell Forum"</b>	means Small Cell Forum Limited, a company limited by guarantee and registered in England and Wales under registration no. 6295097 (and includes, as the context requires, the trade body run under the auspices of the company by, and for the benefit of, the Members and in pursuance of the Objectives);
<b>"Terms of Reference"</b>	means the terms of reference of the Secretariat in the form agreed by the Executive Board from time to time;
<b>"Vice-Chair"</b>	means the vice chairperson of the Small Cell Forum from time to time appointed in accordance with the provisions of, and having the rights and responsibilities set out in, Articles J24 and J27;
<b>"WebEx"</b>	means the Cisco Web conferencing and collaboration product of that name or any other similar product authorised for use by the Executive Board for the purposes of the Small Cell Forum from time to time; and
<b>"Working Group"</b>	means a working group or special interest group established by the Executive Board of the Small Cell Forum in accordance with these Articles from time to time.

2. Words importing one gender shall include all genders, and the singular includes the plural and vice versa.
3. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
4. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
5. A reference in these Articles to an **"Article"** or **"Annex"** is a reference to the relevant article or annex to these Articles unless expressly provided otherwise.
6. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - (a) any subordinate legislation from time to time made under it; and
  - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
7. Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
8. A **"person"** includes a natural person, a corporate or unincorporated body (whether or not having separate legal personality).

9. The Model Articles shall apply to the Small Cell Forum, except in so far as they are modified, inconsistent with or excluded by these Articles.
10. "£" means pounds sterling or any successor as the lawful currency of England from time to time (as the context requires).

## **B. Objectives of the Small Cell Forum**

1. The Objective of the Small Cell Forum is to accelerate small cell adoption to change the shape of mobile networks and maximise the potential of the mobile services through:
  - (a) Standardisation, regulation and interoperability – the Small Cell Forum supports and drives forward the adoption of industry wide standards, regulatory enablers, common architectures and interoperability to enable the widespread adoption and deployment of small cells by telecom operators around the world.
  - (b) Marketing & promotion – the Small Cell Forum directs and implements a multi-faceted campaign to raise the profile, drive technology development and deployment and to promote the potential of small cell solutions across the industry and to journalists, analysts, regulators, special interest groups and standards bodies.

## **C. Powers**

1. In pursuance of the Objectives the Small Cell Forum has the power to:
  - (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of Small Cell Forum;
  - (b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on Small Cell Forum's property and assets;
  - (c) invest and deal with the funds of Small Cell Forum not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
  - (d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
  - (e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as Small Cell Forum may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
  - (f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;

- (g) pay all or any expenses incurred in connection with the promotion, formation and incorporation of Small Cell Forum and to contract with any person, firm or company to pay the same;
- (h) employ and remunerate staff as are necessary for carrying out the work of the Small Cell Forum;
- (i) enter into contracts to provide services to or on behalf of other bodies;
- (j) provide and assist in the provision of money, materials or other help;
- (k) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (l) instigate, bring, defend, conduct and conclude any legal, regulatory, administrative, or other proceedings in any jurisdiction in order to defend, preserve or further the legal rights and interests of the Small Cell Forum, its assets or the Members;
- (m) incorporate subsidiary companies to carry on any trade; and
- (n) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the Objectives.

#### **D. Not for Distribution**

1. The income and property of Small Cell Forum shall be applied solely in promoting the Objectives.
2. No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by Small Cell Forum of:
  - (a) any interest on money lent by any Member or any director at a reasonable and proper rate; or
  - (b) reasonable and proper rent for premises demised or let by any Member or director.
3. Other than as expressly authorised by the Executive Board, no Member, Nominated Representative or delegate of a Member shall receive remuneration from the Small Cell Forum in respect of carrying out their duties as Member, Nominated Representative or delegate of a Member.
4. If upon the winding up or dissolution of the Small Cell Forum there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Small Cell Forum generally, but shall be given or transferred to:
  - (a) Open Mobile Alliance; or
  - (b) if and so far as effect cannot be given to the provisions at Article D4(a), then a body or bodies having objects similar to the Objectives or the objects of the Open Mobile Alliance and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Small Cell Forum by virtue of these Articles; or
  - (c) if and so far as effect cannot be given to the provisions of Article D4(b), then to a body or bodies the objects of which are the promotion of charity and anything incidental or conducive thereto,

such body or bodies to be determined by the Executive Board of the Small Cell Forum at or before the time of dissolution.

#### **E. Guarantee**

1. The liability of each Member is limited to £2, being the amount that each Member undertakes to contribute to the assets of Small Cell Forum in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:
  - (a) payment of Small Cell Forum's debts and liabilities contracted before he ceases to be a Member;
  - (b) payment of the costs, charges and expenses of the winding up; and
  - (c) adjustment of the rights of the contributories among themselves.

#### **F. Categories of Membership**

1. The categories of membership of the Small Cell Forum shall be as follows:
  - (a) Full Members;
  - (b) Observer Members;
  - (c) Explorer Members; and
  - (d) Academic Members,each having the rights and obligations as set out in these Articles.
2. Each Member shall have the rights set out in Articles F2(a) to F2(i) below and the other rights applicable to that category of membership as set out in these Articles (and shall, where relevant, be subject to the restrictions and obligations set out in these Articles):
  - (a) to attend meetings including the annual general meeting of the Members ("**AGM**") and general meetings of the Members;
  - (b) to submit in advance issues for consideration to the agenda of a meeting of the Members (save that any such submission, in order to be included, must be received by the Small Cell Forum no less than ten Business Days prior to the relevant meeting and the Secretariat shall be entitled to disregard any submissions that, in its sole discretion, contravene the Anti Trust and Competition Law Policy);
  - (c) to participate in or nominate qualified persons to participate in Working Group activities;
  - (d) to nominate any person (including themselves) to serve as the chair or vice-chair of a Working Group;
  - (e) to receive copies of working documents and presentation materials;
  - (f) to receive the minutes of meetings;
  - (g) to request and receive the annual report & accounts of the Small Cell Forum;
  - (h) to use the Small Cell Forum promotional material and logos in accordance with Brand Guidelines; and



- (i) to access the Members' only area of the Small Cell Forum's extranet.

Each Member shall, and shall procure that its Nominated Representative and any other representatives involved on its behalf from time to time in the affairs of the Company, shall comply at all times with:

- (a) these Articles;
- (j) the IPR and Confidentiality Policy;
- (k) the Brand Guidelines;
- (l) the Anti Trust and Competition Law Policy; and
- (m) such other policies as may be approved by the Executive Board and/or the Members from time to time in accordance with these Articles.

### 3. Full Members

- (a) The category of Full Member is open to any legally established corporation engaged in the development, manufacture and sale of Small Cell related products, services and content and to licensed holders of spectrum for mobile services and to operators providing mobile connectivity to end users via the spectrum of a licensed holder of such spectrum.
- (b) Full Members shall be entitled to attend conferences and other events organised by the Small Cell Forum at a discounted rate where one is made available by the Executive Board from time to time.

### 4. Observer Members

- (a) The category of Observer Member is open only to licensed holders of spectrum for mobile services.
- (b) Observer Members shall:
  - (i) be entitled to attend all meetings of the Members (including Working Groups), unless such a meeting is a Full Member Event, but shall not be entitled to speak, vote or actively participate, contribute or influence work at such meetings and shall not otherwise be entitled to cast any vote in any proceedings of the Small Cell Forum;
  - (ii) not be entitled to any "Member" discounted or preferred rate to attend conferences and other events organised by the Small Cell Forum;
  - (iii) not be entitled to stand for election as a Working Group chair or vice chair;
  - (iv) not be entitled to stand for Executive Board membership; and
  - (v) not have access to the Members' areas of the Small Cell Forum extranet.

### 5. Explorer Members

- (a) The category of Explorer Member is open only to licensed holders of spectrum for mobile services.
- (b) Explorer Members shall:
  - (i) be entitled to attend all meetings of the Members (including Working Groups), but shall not otherwise be entitled to cast any vote in any meetings or proceedings of the Small Cell Forum;

- (ii) be entitled to attend conferences and other events organised by the Small Cell Forum at a discounted rate, where one is made available to the Explorer class of Member, by the Executive Board, from time to time;
- (iii) not be entitled to stand for election as a Working Group chair or vice chair;
- (iv) not be entitled to stand for Executive Board membership; and
- (v) have access to the Members' areas of the Small Cell Forum extranet.

## 6. Academic Members

- (a) The category of Academic Member is only available to accredited academic institutions and shall not apply to any natural person.
  - (b) Subject to each such person signing and returning to the Secretariat (in accordance with Article X2) a confidentiality agreement, in a form reasonably acceptable to the Small Cell Forum before attending any meeting of the Members, Academic Members shall be entitled to send a maximum of three delegates to attend any meeting of the Members (including Working Groups). The delegates appointed by each Academic Member may speak at such meetings, however, neither they nor their appointing institutions shall be entitled to vote at any meeting, or in any proceedings, of the Small Cell Forum.
  - (c) The delegates appointed by any Academic Members can be excluded at any time from any meeting at the discretion of any director or any Executive Board Member.
  - (d) Academic Members shall be entitled to attend conferences and other events organised by the Small Cell Forum at a discounted rate where one is made available by the Executive Board from time to time.
7. The Executive Board shall have the right, following a written request to the Small Cell Forum, marked for the attention of the Secretariat, to do so, to allow a Member to transfer to another class of Membership, notwithstanding the fact that such person may not comply in full or at all with the relevant criteria, if:
- (a) the Executive Board resolves that it is in the best interests of the Small Cell Forum and in pursuance of the Objectives for such person to be transferred; and
  - (b) such person complies in full with the obligations applying to admission as a Member to such category (including (if charged) paying the balance of any higher Annual Fee applying to such category (pro-rated by reference to the number of months remaining in the relevant Membership Year) and appointing a Nominated Representative (if applicable)).

## G. Nominated Representatives<sup>3</sup>

1. Each Full Member, Observer Members and Explorer Member (that is not a natural person) shall nominate a natural person to act as its Nominated Representative to exercise that Full Member's, Observer Member's or Explorer Member's rights and powers (as specified in these Articles), and perform that Full Member's, Observer Member's or Explorer Member's responsibilities in respect of the Small Cell Forum, by providing the details of such individual on its Application Form or by notifying the Small Cell Forum in writing, addressed to the Secretariat, that it has replaced or is replacing its existing Nominated Representative. Any such notice, in order to be

---

<sup>3</sup> Explanatory Footnote – A member's Nominated Representative need not be employed by that Member (it could be for example a person employed by a sister, parent or subsidiary company). However, regardless of who is the legal employer of such person, the appointing Member retains sole responsibility (and accountability) for: (i) directing that person in respect of his or her activities as a Nominated Representative; and (ii) that person's conduct whilst conducting activities as a Nominated Representative.

effective, shall contain all details required from time to time by the Executive Board in respect of Nominated Representatives. Where these Articles refer:

- (a) to a Full Member, an Observer Member or an Explorer Member being present at a meeting of the Members (including without limitation at a meeting of the Executive Board in its capacity as an Ordinary Executive Board Member); or
- (b) a vote being exercised by a Full Member,

then that Full Member, Observer Member or Explorer Member (as the case may be) if it is obliged to appoint a Nominated Representative, shall be present and cast such vote through its Nominated Representative only. If a Full Member, an Observer Member or an Explorer Member has an obligation under these Articles then it shall procure that its Nominated Representative shall comply with such obligation, on its behalf, in full. Each Full Member, Observer Member and Explorer Member is responsible for the conduct of its Nominated Representative.

2. The Full Member's, Observer Member's or Explorer Member's Nominated Representative must be duly authorised by the relevant Full Member, Observer Member or Explorer Member to act as its official representative. Any changes to the identity and/or contact details of a Nominated Representative shall be promptly communicated by the Full Member, Observer Member or Explorer Member to the Small Cell Forum marked for the attention of the Secretariat in writing. A Full Member, Observer Member or Explorer Member may nominate additional individuals to participate in Working Groups.
3. The Executive Board shall have the right to require, at its sole discretion, any Full Member, Observer Member or Explorer Member to replace a Nominated Representative if that Full Member's, Observer Member's or Explorer Member's Nominated Representative acts in an undesirable manner (including, without limitation, in a manner contrary to the Anti Trust and Competition Law Policy, IPR and Confidentiality Policy or in any manner contrary to the Objectives of the Small Cell Forum) and shall authorise the Secretariat to notify that Full Member, Observer Member or Explorer Member that it is required to make such replacement. Following which such notification the relevant Member shall forthwith:
  - (a) make such replacement; and
  - (b) notify the Small Cell Forum in respect of the same on the basis set out in Article G1, above.
4. A Nominated Representative shall have no rights (including, without limitation, rights to attend, participate and vote at AGMs, general meetings and meetings of the Executive Board) in respect of Small Cell Forum if the Full Member, Observer Member or Explorer Member it represents ceases to be a Member of the Small Cell Forum.

## **H. Admission to Membership**

1. Persons wishing to become a Member are required to:
  - (a) complete and submit an Application Form which shall:
    - (i) be duly signed by the applicant (acting by a duly authorised officer or employee if the applicant is not a natural person);
    - (ii) indicate the category of membership into which such person wishes to be admitted;
    - (iii) in the case of an applicant that is not a natural person, set out the identity and contact details of that person's Nominated Representative; and

- (iv) contain a declaration by the applicant that such person is not an Affiliate of an existing Member or, if it is, a statement identifying such Member(s); and
  - (b) subject to the second sentence of this Article H.1(b), pay an admission fee (which, if admitted, shall satisfy that Member's obligations to pay an Annual Fee in respect of the current Membership Year) which shall be an amount equal to the Annual Fee payable by Members of that type in the relevant category of Membership for that Membership Year less an amount equal to one twelfth of such amount for every full calendar month remaining in that Membership Year (calculated by reference to the date of the relevant Application Form). If, there are less than five months remaining in any Membership Year on the date that the relevant applicant's Application Form was received by the Small Cell Forum, then the Secretariat may, in its sole discretion, notify the relevant applicant that no admission fee will be charged, in which case no obligation to pay such admission fee will arise.
2. The Executive Board shall have the right to allow any person to become a Member in any category, notwithstanding the fact that such person may not comply in full or at all with the relevant criteria, if the Executive Board resolves that it is in the best interests of the Small Cell Forum and in pursuance of the Objectives for such person to be admitted.
  3. Admission as a Member is at the discretion of the Executive Board (which shall be exercised reasonably) and will become effective on the later of the approval of that Member's application by the Executive Board and the applicant paying the Annual Fee (or relevant pro-rated proportion thereof, if, in the circumstances set out in Article H1(b) such pro-rated proportion is to be charged)).
  4. Following admission, the Secretariat shall enter the details of each successful applicant into the Register of Members and notify the successful applicant in writing as to the fact of their admission.
  5. Unless the Executive Board resolves otherwise, no person shall be admitted to membership if that person is an Affiliate of an existing Member.
  6. Each Member shall immediately inform the Small Cell Forum, in writing, marked for the attention of the Secretariat, on the earlier of the date on which:
    - (a) such Member has become; or
    - (b) (subject to any applicable legal requirement or the rules of any relevant public market relating to confidentiality and or the disclosure (or otherwise) of market or price sensitive information) it becomes reasonably apparent that such Member will become,  
  
an Affiliate of another Member. If a Member has become an Affiliate of another Member then the Executive Board may, at its discretion, and at any time, terminate the membership of either such Member or its Affiliate in accordance with Article M4 or resolve that both such persons may remain as a Member.
  7. No person shall be admitted to membership as an Observer Member after [●] 2014. The closure of admission to the Observer category of membership shall be without prejudice to the rights of current Observer Members as Members of that category.

## **I. Annual Fee**

1. Each Member shall pay the Annual Fee attributable to that Member's category of membership in each Membership Year. Each Member shall be invoiced in respect of that Membership Year's Annual Fee in advance.

2. The Annual Fee is non-refundable. The Annual Fee in each Membership Year shall be set at the sole discretion of the Executive Board, which may allow a Member or prospective Member or category thereof to enter into or remain in Membership at a reduced rate by reference to that Member's size or that Member's activities.
3. Each Member shall be automatically invoiced annually in respect of the following Membership Year's Annual Fee (plus VAT where applicable). Payment of the invoice is due within 40 days of the invoice being presented to the Member (the "**Due Date**"). If the invoiced amount is not received within 40 days of the Due Date, Membership will be suspended until payment is received and may be terminated in accordance with Article M1 and M4. Membership is automatically renewed unless the Secretariat is notified in accordance with Article M8 prior to the close of the Membership Year.
4. The Executive Board shall have the right, following a written request to the Small Cell Forum, marked for the attention of the Secretariat, to allow a Member to satisfy its obligation to pay the Annual Fee (or any part of it) in respect of a particular Membership Year by reference to a different twelve month period or on deferred or staged terms if it resolves that it is in the best interests of the Small Cell Forum and in pursuance of the Objectives to do so.
5. Not all of a Member's participation in the activities of the Small Cell Forum is covered by a Member's payment of an Annual Fee. The Small Cell Forum reserves the right to charge additional fees to a Member where that Member participates in conferences and events.

## **J. Meetings of the Members**

1. The Small Cell Forum shall hold no less than three general meetings of the Members (one of which will be the AGM in each Membership Year).
2. Not more than fifteen months may elapse between successive AGMs.

### **Voting**

3. The voting rights attaching to each class of membership in respect of any resolution of the Members are as follows:
  - (a) Full Member: subject to Article J4 (below), one vote in respect of any proposed resolution (whether that vote is conducted on a show of hands or a poll);
  - (b) Observer Members: no voting rights;
  - (c) Explorer Member: no voting rights; and
  - (d) Academic Member: no voting rights.

A reference in this Article J to a "meeting of the Members" shall not include any Working Group which shall be governed or run in accordance with Article S.

4. When a Full Member is elected to serve as an Ordinary Executive Board Member, that Member shall have three votes instead of one vote whether on a show of hands or a poll at any meeting of the Members other than in the event that the resolution in question relates to the election of Ordinary Executive Board Members in which case each such Member shall have one vote only. The Chair and or any Vice –Chair shall only vote in the manner set out in Article J23.
5. Any matter which, under these Articles or the Act, requires a vote of the Members and/or which specifies a requirement for approval by a certain majority of the Members shall be determined in accordance with the voting rights set out in Articles J3 and J4 and the process set out in the remainder of this Article J.
6. The Members shall, when taking decisions, attempt to achieve unanimity. However, if on a first vote, whether on a show of hands or by poll, the Members are unable to

achieve unanimity, the Chair shall be entitled to re-propose the resolution and once re-proposed a resolution will be passed if:

- (a) the requisite majority of those present at the meeting in person or by proxy vote in favour of the resolution (where the Articles or the Act require a specific percentage of the Members to vote in favour); and
  - (b) in every other case, a simple majority of those present at the meeting in person or by proxy vote in favour of the resolution.
7. In the event that the Executive Board has resolved in accordance with Article H5 or H6 that more than one Member of the same Group shall be permitted to remain or become a Member, where one or more of such Members have voting rights at a meeting of the Members, only one Member's vote shall be counted in respect of a vote on any resolution.
8. Members may attend and vote and shall be deemed to be 'present' for the purpose of these Articles at a meeting of the Members in person, by proxy or by suitable electronic or telephonic means in which the relevant Member may communicate with all the other Members (which shall include but not be limited to WebEx) and is authorised by the Executive Board for such purpose by the details of such means being included with or on the notice of the relevant meeting.

#### **Notice of a Meeting**

9. The Secretariat or the Executive Board may call a general meeting of the Members at any time.
10. The minimum periods of notice required to hold a meeting of the Members are:
- (a) twenty-eight days for an AGM;
  - (b) fourteen days for a general meeting.
11. The notice must specify the date, time and place of the meeting and shall include a draft agenda. If the meeting is to be an AGM, the notice must say so and shall set out:
- (a) those Members that have applied for appointment as an Ordinary Executive Board Member (and indicate whether a vote in respect of their appointment will be required); and
  - (b) the person or persons nominated for appointment to position of Chair of such AGM.

#### **Quorum**

12. No business shall be transacted at any meeting of the Members unless a quorum is present when the meeting proceeds to business.
13. A quorum for a meeting of the Members is no less than 10 Full Members, present by any means provided for in Article J8, entitled to attend and vote upon the business to be conducted at the meeting (including any validly appointed proxy of such person).

#### **Appointment of Proxies**

14. A Full Member may appoint one of its employees or that Full Member's legal adviser or a Full Member as his proxy to attend, speak and vote in his absence at a meeting of the Members. Proxies may only validly be appointed by a notice in writing (a "**Proxy Notice**") which:

- (a) states the name and address of the Full Member appointing the proxy;
  - (b) identifies the person appointed to be that Full Member's proxy and the meeting of the Members in relation to which that person is appointed;
  - (c) is signed by or on behalf of the Full Member appointing the proxy, or is authenticated in such manner as the Secretariat may determine; and
  - (d) is delivered to the Small Cell Forum, marked for the attention of the Secretariat, in accordance with the Articles and any instructions (which may include the time and date by which such form must be received to be counted) contained in the notice of the general meeting to which they relate.
15. The Small Cell Forum may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
16. 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.
17. Unless a Proxy Notice indicates otherwise, it must be treated as:
- (a) 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
  - (b) appointing that person as a proxy in relation to any adjournment of the meeting of the Members to which it relates as well as the meeting itself.

#### **Delivery of Proxy Notices**

18. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a meeting of the Members remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Small Cell Forum by or on behalf of that person.
19. An appointment under a Proxy Notice may be revoked by delivering to the Small Call Forum a notice in writing addressed to the Secretariat given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
20. 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.
21. 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.

#### **Chair**

22. The meetings of Members shall be chaired by the Chair who shall be appointed as set out in Article J22 to J27 (inclusive):
- (a) The Secretariat shall, no less than 60 days prior to the AGM invite nominations, by posting a notification on the Members' area of the Small Cell Forum's extranet and by email notification to the Nominated Representatives of the Full Members, from the Full Members for persons (who do not have to be a Member) to be appointed as the Chair for the period from the close of the upcoming AGM until close of the AGM immediately following the upcoming AGM. The notice of AGM shall contain the names of each person so nominated and shall indicate that such person wishes to be appointed as the Chair.

- (b) If more than one person is so nominated then the nominee in respect of whom the most votes are cast at the AGM shall be appointed as the Chair. Such appointment shall take effect on and from the close of that meeting.
  - (c) In the event that no nominations are received for the position of Chair by the date on which the AGM notice is dispatched, then as the first act of the Executive Board elected at that AGM, the newly appointed Executive Board shall elect one of their number or the CEO to serve as the Chair until close of the immediately following AGM.
23. Subject to the second sentence in this Article J.23, the Chair and any Vice Chair shall not be entitled to vote in respect of any resolution of, or proceedings of, the members of the Small Cell Forum. In the case of an equality of votes at any meeting of the Members, whether on a show of hands or a poll, the Chair shall be entitled to a casting vote.
24. The Executive Board may from time to time at its sole discretion appoint from the Full Members, and remove (in the manner set out below), a person to serve in the role of Vice-Chair. If the Chair is removed from office or unable to attend any meeting then, subject to Article J25, the Vice-Chair, for the time being appointed, shall assume the Chair's rights and responsibilities. A Vice-Chair may be removed by way of notice to the Vice-Chair (with confirmatory notice being published on the Members' area of the Small Cell Forum's extranet).
25. The Executive Board may from time to time at its sole discretion appoint, and remove (in the manner set out below), a person to serve as a Regional Chair. Such person shall, once appointed:
- (a) represent the Small Cell Forum in the relevant Region in line with the scope of their appointment, as directed and amended by the Executive Board from time to time; and
  - (b) where directed by the Chair to do so and in his absence, assume the Chair's rights and responsibilities as the Chair of the Small Cell Forum at a named meeting or a named meeting of the Small Cell Forum.
- A Regional Chair may be removed by way of notice to the relevant Regional Chair (with confirmatory notice being published on the Members' area of the Small Cell Forum's extranet).
26. If, in the sole discretion of the Executive Board, the Chair acts in a manner that is detrimental to, or fails or omits to act and such failure or omission causes a detriment to, the Small Cell Forum, then Executive Board may remove the Chair from office by way of notice to the Chair (with confirmatory notice being published on the Members' area of the Small Cell Forum's extranet). If the Chair is removed then the Vice-Chair shall fulfil such role until the close of the next AGM, when the new Chair is appointed.
27. Subject to the circumstances where a person has been removed on the basis set out in Article J26 (when such person shall not be eligible for appointment or election to the post of Chair), there are no limitations on the ability of any person to serve more than one or consecutive terms as Chair.
28. In the absence of the Chair, Vice-Chair, or relevant Regional Chair or if the Chair, Vice-Chair or relevant Regional are unwilling or unable to preside or are not present within 30 minutes after the time appointed for that meeting, the Executive Board Members present may by simple majority of those present at such meeting appoint one of their number to chair that meeting.
29. The Chair, Vice-Chair and Regional Chair shall be entitled to claim for out-of-pocket expenses properly incurred in connection with serving as the Chair as agreed by the Executive Board from time to time.



## **Minutes of General Meetings**

30. Minutes will be recorded at every general meeting and AGM and must be approved by the Chair with agreement from the Executive Board.
31. Minutes of all general meetings and AGMs once approved shall be made available to all Members on request.

## **K. Executive Board**

### **Powers of the Executive Board**

1. The Executive Board is a committee appointed by the Full Members of Small Cell Forum from time to time (and to which the Members delegate authority to act on their behalf) to:
  - (a) set the strategic direction of the Small Cell Forum;
  - (b) admit new Members and suspend and/or terminate the membership of any Member;
  - (c) nominate the Chair and appoint the Vice-Chair(s);
  - (d) direct, guide and set policies to assist the Secretariat in the administration of the Small Cell Forum including without limitation setting the Terms of Reference from time to time; and
  - (e) exercise the powers granted to them by these Articles.
2. The Executive Board shall:
  - (a) agree an annual budget reflecting the planned deployment of projected available funds in line with the priorities identified by the Working Groups and agreed operational requirements and make the proposed budget available to Members on request;
  - (b) direct the Secretariat from time to time to change any of the details contained in Annex 1 to record a change to the relevant detail following the passing of the relevant resolution under these Articles (or the resignation of the appointment of the relevant individual as the case may be) if the same is required; and
  - (c) review and set the Annual Fee from time to time.
3. In addition, the Executive Board may:
  - (a) issue additional by-laws, rules or policies from time to time but no such by-law, rule or policy shall become effective and binding on the Members unless and until approved by a majority of at least 75 per cent of the votes cast by Members at a meeting of the Members;
  - (b) appoint any Member or Members to represent the Small Cell Forum for events, publicity and occasions outside the activities of the Small Cell Forum and remunerate such Member or Members for such services as it sees fit; and
  - (c) invite independent experts to advise the Small Cell Forum on special projects and issues.
4. Approval and release of press releases and public statements on behalf of the Small Cell Forum shall take place in accordance with such policies and directives as may be set down by the Executive Board from time to time.

5. Each member of the Executive Board shall, when acting in its capacity as an Executive Board Member, act in good faith and in the interests of the Members as a whole. Executive Board Members shall not have the authority, or hold themselves out as having the authority, to bind the Small Cell Forum.

#### **Appointment of Executive Board Members**

6. The Executive Board shall consist of:
  - (a) a minimum of four (4) Ordinary Executive Board Members; and
  - (b) subject to the following provisions of this Article K6, a maximum of fifteen (15) Ordinary Executive Board Members,

and the Chair and any Vice Chair for the time being appointed who shall also be Executive Board Members.

The Executive Board may resolve, in respect of the next Executive Board Term, that the maximum number of Ordinary Executive Board Members shall be increased from the maximum number set out in Article K6(b) (and the number of vacancies to be filled at the relevant AGM pursuant to Article K9 shall be increased accordingly) by up to five (5) additional Ordinary Executive Board Members. Each such increase shall expire at the end of the Executive Board Term in which it took effect and the maximum number of Ordinary Executive Board Members shall revert to the maximum number set out in Article K6(b). The expiry of any such increase shall not preclude the Executive Board passing further resolutions from time to time to increase the maximum number of Ordinary Executive Board Members in respect of the next or subsequent Executive Board Terms so long as the maximum number of Ordinary Executive Board Members in appointment in any Executive Board Term does not exceed the aggregate of the number set out in Article K6(b) and this paragraph.

7. Applications for appointment as an Ordinary Executive Board Member are only open to Full Members. Observer Members, Explorer Members and Academic Members are not eligible to be appointed to the Executive Board.
8. The Secretariat shall, no less than 60 days prior to the AGM, invite by posting a notification on the Members' area of the Small Cell Forum's extranet and by email notification to the Nominated Representatives of the Full Members, those Full Members who wish to be considered for appointment as an Ordinary Executive Board Member to apply to serve in such role for the period from the close of the upcoming AGM until the AGM immediately following the upcoming AGM (each such period being an "**Executive Board Term**").
9. If there are more applications for appointment as an Ordinary Executive Board Member than there are positions available then the appointment of persons to fill the position of Ordinary Executive Board membership shall be decided by a vote of the Full Members at the relevant AGM in accordance with the following provisions:
  - (a) each applicant will be designated by the Secretariat, in its sole discretion, as to whether it is an Operator, a larger OEM or a Small Vendor and the three applicants in each designation securing the most votes (if any) will be elected as Ordinary Executive Board Members (if, for any reason, the three applicants cannot be elected to fill the positions on the Executive Board reserved to any one designation then the unfilled positions shall be filled in the manner set out in Article K9(b)); then
  - (b) the positions remaining unfilled on the Executive Board shall be filled by those applicants not appointed pursuant to Article K9(a) securing the most votes at the relevant AGM.

Existing Ordinary Executive Board Members shall only have one vote when voting in this process. Such appointments shall take effect on and from the later of the close of

the relevant AGM and the date on which the relevant applicants pays the Executive Board Membership Fee to the Small Cell Forum in full. The Executive Board shall not be entitled to waive the requirement for any Executive Board Member to pay its Executive Board Membership Fee.

10. There are no limitations on the ability of any Full Member to serve more than one or consecutive terms as Ordinary Executive Board Member.
11. If the number of Ordinary Executive Board Members is less than four (4), the continuing Ordinary Executive Board Members must not take any decision other than a decision to appoint further Ordinary Executive Board Members whose appointment shall be ratified by a simple majority at the next meeting of the Members (not including a Working Group meeting or Executive Board meeting).

#### **Proceedings of the Executive Board**

12. The Executive Board may regulate their proceedings as they think fit, subject to the provisions of these Articles.
13. All resolutions of the Executive Board must be made either a majority or unanimous decision at a meeting of the Executive Board or a decision taken in accordance with the following sentence: The Executive Board may pass a resolution in writing, copies of which have been signed by a majority of the eligible Executive Board Members or to which each a majority of the eligible Executive Board Member has otherwise indicated agreement in writing.
14. References in this Article to eligible Executive Board Members are to Executive Board Members who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Executive Board. An Executive Board Member shall not be entitled to vote on any resolution in respect of the termination of its membership of the Small Cell Forum.
15. A decision may not be taken in accordance with this Article if the eligible Executive Board Member would not have formed a quorum at such a meeting. A quorum for a meeting of the Executive Board is 75 per cent of Executive Board Members entitled to vote upon the business to be conducted at the meeting (for such purposes the Chair and or any Vice Chair appointed at that time may be included).
16. Any Executive Board Member may call a meeting of the Executive Board at any time on seven (7) Business Days' notice.
17. A meeting of the Executive Board may be called by shorter notice if it is so agreed by a majority in number of Executive Board Members having a right to attend and vote at the meeting.
18. The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted.
19. A meeting may be held by suitable electronic means agreed by the Executive Board in which each participant may communicate with all other participants.
20. Subject to the second sentence in this Article K.20, the Chair and any Vice Chair shall not be entitled to vote in respect of any resolution of, or proceedings of, the Executive Board. In the case of an equality of votes, the Chair shall have a second or casting vote.
21. No business shall be transacted at any meeting of the Executive Board unless a quorum is present when the meeting proceeds to business. ('Present' includes being present by suitable electronic or telephonic means in which a participant or participants may communicate with all the other participants).

## L. Not Used

## M. Termination of membership

1. Acting upon its own accord or following notification to the Secretariat, that a Member, its Nominated Representative or delegate:
  - (a) has failed to observe the terms of the Small Cell Forum's IPR and Confidentiality Policy, Anti Trust and Competition policy or such other policies as may be approved by the Executive Board from time to time; or
  - (b) has acted contrary to the Small Cell Forum's Objectives, good conduct or reputation or contrary to any law; or
  - (c) is insolvent, bankrupt or makes any arrangement or composition with his, her or its creditors generally; or
  - (d) being a Member, disposes of the whole or a substantial part of that Member's business or assets; or
  - (e) being a Member, that Member does or purports to assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with its membership of the Small Cell Forum or its rights under these Articles or in respect of the Small Cell Forum; or
  - (f) has failed to pay all or any element of the Annual Fee or any other sum owed by the Member to the Small Cell Forum when the same is due; or
  - (g) has or will become the Affiliate of another Member; or
  - (h) is guilty of conduct which has or is likely to have a serious adverse effect on the Small Cell Forum or bring the Small Cell Forum or any or all of the Members and Secretariat into disrepute; or
  - (i) has acted or has threatened to act in a manner which is contrary to the interests of the Small Cell Forum as a whole; or
  - (j) has materially breached any term of these Articles,

the Secretariat shall investigate the conduct of that Member, Nominated Representative or delegate ("**Defaulting Member**") and report to the Executive Board on the same.
2. The Secretariat shall promptly notify the Defaulting Member of the fact of its investigation in writing.
3. The Executive Board may, at its sole discretion, suspend the rights of the Defaulting Member as a Member (including its participation in any Working Group) pending the result of the investigation.
4. Following report of the Secretariat, the Executive Board, at a meeting, may resolve to suspend (for such period of time) or terminate the Defaulting Member's membership as it sees fit. If the Defaulting Member is an Executive Board Member then the Defaulting Member shall not be entitled to vote on such resolution.
5. The Executive Board shall provide reasonable notice to the Defaulting Member of the date and time of the meeting and the Defaulting Member shall be given the opportunity to be heard in writing or in person as to why his, her or its membership should not be terminated. The Executive Board must consider any representations made by the Defaulting Member in good faith and inform the Defaulting Member of its decision following such consideration.

6. In the event that the Executive Board resolves to terminate the membership of the Defaulting Member, that termination shall be effective at the close of the meeting and the Defaulting Member shall be removed from the Register of Members by the Company Secretary and the Defaulting Member's appointments on the Executive Board and Working Group shall terminate.
7. There shall be no right to appeal from a decision of the Executive Board to terminate the Membership of a Defaulting Member.
8. A Member may withdraw from membership of the Small Cell Forum by giving not less than 40 Business Days prior written notice to the Small Cell Forum, at its registered office, addressed to the Secretariat.
9. A person's membership shall terminate automatically when that person dies or ceases to exist.

## **N. The Secretariat**

### **Powers of the Secretariat**

1. Subject to the Articles, the Secretariat is responsible for the management of the Small Cell Forum's business, for which purpose they may exercise all the powers of the Small Cell Forum. The Secretariat may solely, in accordance with the priorities established by the Executive Board from time to time or otherwise as set out in the Terms of Reference, employ additional personnel, sub-contract roles or procure such goods or services for the day-to-day operation and administration of the Small Cell Forum.
2. Subject to the Act and other duties imposed on those members of the Secretariat by law, the Secretariat is answerable to and must act at all times in accordance with the directions of the Executive Board.
3. Subject to the Act and other duties imposed on those members of the Secretariat by law, unless authorised by the Articles or otherwise approved or ratified by the Executive Board, the authority of the Secretariat to bind the Small Cell Forum is limited to those matters which are:
  - (a) reasonably incidental to the day-to-day administrative affairs of the Small Cell Forum;
  - (b) consistent with the guidance, policies or directives set down by the Executive Board; and
  - (c) required by any statutory obligation.
4. The Secretariat is responsible for ensuring that the funds of the Small Cell Forum are deployed in line with the agreed budget.

### **Appointment of the Secretariat**

5. Appointment and removal of the members of the Secretariat is to be determined by the Executive Board.
6. Any person who is willing to act as a member of the Secretariat, and is permitted by law to do so, may be appointed to be a member of the Secretariat by a resolution of the Executive Board.

### **Disqualification and removal of a member of the Secretariat**

7. A member of the Secretariat shall cease to hold office if he or she:

- (a) ceases to hold office by virtue of any provision in the Act or is prohibited by law from being a director;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- (d) resigns as a member of the Secretariat or their employment by the Small Cell Forum is terminated (including by their own resignation) for any reason; or
- (e) is removed from office by a resolution duly passed at a meeting of the Executive Board.

### **Proceedings of the Secretariat**

- 8. The Secretariat may regulate their proceedings as they think fit, subject to the provisions of these Articles.
- 9. All resolutions of the Secretariat must be made either by a majority or unanimous decision at a meeting of the Secretariat or a decision taken in accordance with the following sentence: The Secretariat may pass a resolution in writing, copies of which have been signed by all eligible members of the Secretariat or to which all eligible members of the Secretariat have otherwise indicated agreement in writing.
- 10. References in this Article to eligible members of the Secretariat are to members of the Secretariat who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Secretariat.
- 11. A decision may not be taken in accordance with this Article if the eligible members of the Secretariat would not have formed a quorum at such a meeting. No decision may be made by the Secretariat unless a quorum is present at the time the decision is purported to be made. The quorum shall be 2 members of the Secretariat or such larger number as may be decided from time to time by the Executive Board. A member of the Secretariat shall not be counted in the quorum present when any decision is made about a matter upon which that member of the Secretariat is not entitled to vote. If the total number of members of the Secretariat in office for the time being is less than the quorum required, the remaining sole director must not take any decision other than a decision to call a meeting of the Executive Board so as to enable the Executive Board Members to appoint further directors or take any other decision as permitted by the Terms of Reference.

### **Notice**

- 12. Any member of the Secretariat may call a meeting of the Secretariat by giving not less than seven (7) Business Days' notice of the meeting (or such lesser notice as all members of the Secretariat may agree) to each member of the Secretariat or by authorising the Company Secretary to give such notice.

### **Participation in a meeting of the Secretariat**

- 13. Subject to the Articles, members of the Secretariat participate in a meeting of the Secretariat when:
  - (a) the meeting has been called and takes place in accordance with the Articles; and
  - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

14. In determining whether members of the Secretariat are participating in a meeting of the Secretariat, it is irrelevant where any member of the Secretariat is or how they communicate with each other.
15. If all the members of the Secretariat participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

#### **Chairing of a meeting of the Secretariat**

16. The members of the Secretariat may appoint a member of the Secretariat to chair their meetings.
17. The person so appointed for the time being is known as the chair.
18. The members of the Secretariat may terminate the chair's appointment at any time.
19. If the chair is not participating in a meeting of the Secretariat within 30 minutes of the time at which it was to start, the participating members of the Secretariat must appoint one of themselves to chair it.
20. In the case of an equality of votes, the chair shall have a second or casting vote.
21. But Article N.20, above, shall not apply if, in accordance with these Articles, the chair or other member of the Secretariat is not to be counted as participating in the decision-making process for quorum or voting purposes.

#### **Declaration of Interests**

22. A member of the Secretariat must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Small Cell Forum or in any transaction or arrangement entered into by the Small Cell Forum which has not previously been declared. A member of the Secretariat must absent himself or herself from any discussions of the Secretariat in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Small Cell Forum and any personal interest (including but not limited to any personal financial interest).

#### **Conflicts of Interests**

23. If a conflict of interests arises for a member of the Secretariat because of a duty of loyalty owed to another organisation or individual, the unconflicted members of the Secretariat may authorise such a conflict of interests where the following conditions apply:
  - (a) the conflicted member of the Secretariat is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or individual;
  - (b) the conflicted member of the Secretariat does not vote on any such matter and is not to be counted when considering whether a quorum is present at the meeting; and
  - (c) the unconflicted members of the Secretariat consider it is in the interests of the Small Cell Forum to authorise the conflict of interests in the circumstances applying.
24. In Article N23, a conflict of interests arising because of a duty of loyalty owed to another organisation or individual only refers to such a conflict that does not involve a direct or indirect benefit of any nature to a member of the Secretariat or to a Connected Person of a member of the Secretariat.

## **O. The Company Secretary**

1. The Executive Board may direct the Secretariat to appoint any person who is willing to act as the Company Secretary for such term, at such remuneration and upon such conditions as the Executive Board may think fit and from time to time direct the Secretariat to remove such person and, if the Executive Board so decides, instruct the Secretariat to appoint a replacement, in each case by a decision of the Executive Board.
2. The Company Secretary may be the Nominated Representative of a Member or an independent non-Member.
3. The Company Secretary will receive compensation for his/her services as agreed by the Executive Board.

## **P. The CEO**

1. The Executive Board may direct the Secretariat to appoint any person who is willing to act as the CEO for such term and upon such conditions as the Executive Board may think fit and from time to time direct the Secretariat to remove such person and, if the Executive Board so decides, instruct the Secretariat to appoint a replacement, in each case by a decision of the Executive Board.
2. The CEO will receive compensation for his/her services as agreed by the Executive Board.

## **Q. Records of decisions to be kept**

1. The members of the Secretariat must ensure that the Small Cell Forum keeps a record, in writing, for at least ten (10) years from the date of the decision recorded, of every unanimous or majority decision taken by the Secretariat.

## **R. Remuneration**

1. Members of the Secretariat shall not receive compensation for his/her services as a member of the Secretariat save that nothing in these Articles shall prevent payment by the Small Cell Forum to an employee of the Small Cell Forum.

## **S. Working and Special Interest Groups & Projects**

1. Any Member can submit a proposal for a Working Group or specific project, subject to available funds.
2. The Executive Board must approve any Working Group or project proposed.
3. Working Groups must include representatives of no less than three different Members entitled to attend and vote at a Working Group meeting and be headed by a Working Group chair.
4. Working Group chair candidates must receive at least one nomination from a Member (other than the Member which the candidate represents) which shall be made in writing to the Small Cell Forum addressed to the Secretariat. The initial members of a Working Group shall be appointed from the nominated candidates by the Executive Board and subsequent members shall be admitted by a simple majority of votes from the members of the relevant Working Group. Observer Members, Explorer Members and Academic Members are not eligible for election as Working Group chairs.
5. The Working Group chair is responsible for coordinating the activities and submitting progress and summary reports to the Secretariat who shall submit the same to the Executive Board.



6. Working Groups may meet as and when required but meetings should be recorded and the minutes made available to the Members. Reasonable prior notice of each meeting must be given to all members of the Working Group and to the Secretariat. Working Groups are responsible for taking and approving their own minutes.
7. Working Group members must actively contribute to their Working Group(s) or project(s).
8. Presentation materials and documents must be circulated to Members via the Members' area of the Small Cell Forum's extranet.
9. Costs incurred by Working Group activities must be pre-approved by the Secretariat with proof of purchase/copies of receipts submitted to the Secretariat in order for them to be payable by the Small Cell Forum.
10. The Executive Board and Secretariat must approve all reports before any public statement is made.
11. The Executive Board has the authority to dissolve a Working Group at any time by authorising the Secretariat to notify the members of such Working Group of such dissolution.

#### **T. Indemnity**

1. Subject to Article T2, a relevant member of the Secretariat of the Small Cell Forum may be indemnified out of the Small Cell Forum's assets against:
  - (a) any liability incurred by that member of the Secretariat in connection with any negligence, default, breach of duty or breach of trust in relation to the Small Cell Forum;
  - (b) any liability incurred by that member of the Secretariat in connection with the activities of the Small Cell Forum in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act); and
  - (c) any other liability incurred by that member of the Secretariat as an officer of the Small Cell Forum.
2. This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
3. In this Article a "relevant member of the Secretariat" means any member or former member of the Secretariat of the Small Cell Forum.

#### **U. Insurance**

1. The Executive Board may decide to purchase and maintain insurance, at the expense of the Small Cell Forum, for the benefit of any relevant member of the Secretariat in respect of any relevant loss.
2. In this Article:
  - (a) a "relevant member of the Secretariat" means any member or former member of the Secretariat of the Small Cell Forum; and
  - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant member of the Secretariat in connection with that Member's duties or powers in relation to the Small Cell Forum, any pension fund or employees' share scheme of the Small Cell Forum.

## **V. The Articles**

1. The Articles are distributed to all Members joining the Small Cell Forum and to those who express an interest in joining the Small Cell Forum.
2. All Members agree to conform to the Articles on joining the Small Cell Forum.
3. Amendments to the Articles must be made by approval of at least 75 per cent of the votes cast by Full Members present at a meeting of the Members.

## **W. Dissolution of the Small Cell Forum**

1. The Small Cell Forum may be wound up with the approval of at least 75 per cent of the Full Members present at a meeting of the Members.

## **X. Means of Communication to be used**

1. Any document or information which the Small Cell Forum chooses or is obliged by the Act or any other statute, statutory instrument, regulation or rule to send or supply to Members may be sent in electronic form and by electronic means, including where it deems appropriate by means of a website or extranet and/or by means of an email to the address given for the Member's Nominated Representative. Such document or information shall be deemed to have been received if no indication (not including an out of office notification) that it has not been received by the addressee is received by the Small Cell Forum.
2. Where these Articles provide that notice or information is to be provided to the Secretariat it shall be sent by email to [secretariat@smallcellforum.org](mailto:secretariat@smallcellforum.org).
3. Subject to the Articles, anything sent or supplied by or to the Small Cell Forum under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Small Cell Forum.
4. Subject to the Articles, any notice or document to be sent or supplied to a member of the Secretariat in connection with the taking of decisions by the Secretariat may also be sent or supplied by the means by which that member of the Secretariat has asked to be sent or supplied with such notices or documents for the time being.
5. A member of the Secretariat may agree with the Small Cell Forum that notices or documents sent to that member of the Secretariat in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

## **Y. Waiver**

1. No failure or delay by the Small Cell Forum (including the Executive Board) to exercise any right or remedy provided under these Articles shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **Z. Transfer and other dealings**

1. Membership is personal to Members and, in accordance with Article 22(2) of the Model Articles, is not transferable.

## Annex 1

1. The registered office of Small Cell Forum is Unit 3 Sheephouse Farm, Uley Road, Dursley, Gloucestershire, England, GL11 5AD. The address for general correspondence is PO Box 23, Dursley, Gloucestershire GL11 5WA, UK.
2. The Small Cell Forum's bankers are National Westminster Bank Plc.
3. The Small Cell Forum's accountants are Hazlewoods LLP, Windsor House, Bayshill Road, Cheltenham, GL50 3AT, UK.
4. The Small Cell Forum's financial year runs from 1 October to 30 September.
5. The Company Secretary is Christine Kennedy.
6. The member of the Secretariat is: Richard Kennedy.
7. The current Chair of the Small Cell Forum is David Orloff.
8. The current CEO of the Small Cell Forum is Sue Monahan.
9. The current Annual Fee structure is as follows:
  - (a) Full Membership – £ 9,200 (+VAT);
  - (b) Executive Board Membership – £17,750 (+VAT);
  - (c) Observer Membership – complimentary for the first year (following which Observer Members are expected to transition to Full Member status); and
  - (d) Explorer Membership – complimentary for the first year (following which Explorer Members are expected to transition to Full Member status); and
  - (e) Academic Membership - complimentary.
10. The key policy priorities of the Small Cell Forum are:
  - (a) providing an independent impartial voice for all stakeholders in the Small Cell sector, including vendors and operators. This is a global commitment, with all this implies in the context of technology options and choices;
  - (b) developing a policy framework that encourages and drives the standardisation of key aspects of small cell technologies worldwide;
  - (c) building and maintaining dialogue with other relevant industry and official standards bodies to further small cell technologies for the benefit of residential & business consumers, the industry and Forum members;
  - (d) the promotion of such standards-based solutions across the industry and to the relevant industry standards bodies, opinion formers and the broader communications community; and
  - (e) building and maintaining an eco-system that delivers the most commercial and technically efficient solutions.



Please complete this form (pages 29-34) and scan and email to [lynne@smallcellforum.org](mailto:lynne@smallcellforum.org)

## Annex 2

### APPLICATION FOR MEMBERSHIP OF THE SMALL CELL FORUM

- To: (1) Small Cell Forum Limited (the "Company") care of PO Box 23, Dursley, Gloucestershire GL11 5WA (for the attention of the Company Secretary); and
- (2) each Member of the Company as at the date of this application and from time to time.

Date:

Dear Sirs

We, by signing this Application Form, hereby apply to become a Member of the Company, on and subject to the Company's Memorandum and Articles of Association (as the same are amended from time to time) (the "Articles of Association") and on and subject to the provisions set out in this Application Form and the Schedule to this Application Form (as from time to time revised by the Executive Board of the Company pursuant to the Articles of Association). We acknowledge and agree that such Schedule shall form part of, and shall accordingly be incorporated in, this Application Form.

All defined terms used in this Application Form or the Schedule to this Application Form shall have the meaning given in the Articles of Association unless otherwise defined in the Application Form, or the Schedule to the Application Form.

PLEASE NOTE THAT BREACH OF ANY OF THE OBLIGATIONS CONTAINED IN THE ATTACHED SCHEDULE, AS FROM TIME TO TIME REVISED (INCLUDING FAILURE TO PAY ANY SUBSCRIPTION FEES OWING) MAY RESULT IN SUSPENSION OR TERMINATION OF MEMBERSHIP RIGHTS IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION.

We request you to enter the registration details shown below in the Company's register of members following our admission as a Member. We acknowledge that admission is:

- (1) at the discretion of the Executive Board; and
- (2) subject to payment by us of the admission fee (a pro-rated proportion of the annual fee payable in respect of membership of our Class of Member) in the amount notified to us by the Secretariat following receipt by the Company of this Application Form.

We acknowledge and confirm that we will pay the Company any membership fee or any annual subscription fee required to be a Member of the Company from time to time in accordance with the Articles of Association.

We confirm that we are not an Affiliate of an existing Member

OR:

The following existing Members are our Affiliates: **[insert names]**.



We confirm that we will be responsible for and will procure compliance with the terms of membership by the Nominated Representative and any other representatives involved on our behalf from time to time in the affairs of the Company.

We have designated on the attached sheet the category of Member that we wish to become as defined in the Articles of Association).

Yours faithfully

**Company incorporated in England or Wales:**

Executed as a deed

**By:** †

---

**Acting by:**

**Name (Print):**

---

Director or Duly Authorised Person

**Name (Print):**

---

Director/Comp Sec or Duly Authorised Person

**Company incorporated outside England and Wales:**

Executed as a deed

**By:** †

---

**Acting by:**

**Name (Print):**

---

Duly Authorised Person

Small Cell Forum use

**Approved by:**

**Name (Print):**

---

**Date:**

---

---

† Please enter full name of company applying to join Small Cell Forum Limited, as relevant.

## Small Cell Forum Limited – Registration details

### Your organisation

Please specify type of company or organisation (tick **one** box):

- mobile telecommunications operator holding spectrum licence
- manufacturer/vendor
- regulator or member of a national administration
- other (please specify)

Please indicate which of the following could be used to describe your organisation (tick as many boxes as apply):

- OEM
- Access point vendor
- Software vendor
- Silicon vendor
- Backhaul specialist
- Infrastructure vendor
- Deployment specialist
- Test & measurement specialist
- Applications developer
- Content provider
- End-to-end solution provider
- Academic institution

Type of annual membership  
(tick one box):

- Full<sup>4</sup> (£9,500)
- Explorer (complimentary for first year following which Explorer Members are expected to transition to Full Member status)
- Academic (complimentary)

### Payment of fees

#### Purchase order reference:

---

Invoice in (tick **one** box):

- Sterling
- Euro
- US Dollars

*(The exchange rate on the 27th day of the preceding month will be used for conversion.)*

---

<sup>4</sup> The Executive Board has the power to admit organisations into Full Membership at a reduced rate by reference to a Member's (or potential Member's) size or activities (Article I.2). I further understand that the Executive Board has resolved to allow an organisation (fulfilling all other necessary entry criteria) to enter or remain as a Full Member on payment of an Annual Fee of £750 if it is able to make, in respect of each relevant Membership Year, a declaration (in the form available from [memberservices@smallcellforum.org](mailto:memberservices@smallcellforum.org)) that the gross revenue in the twelve month period ending on the day prior to the date of the declaration of such organisation has been in aggregate equal to or less than the amount of \$500,000.



**VAT/Sales tax number:**

---

*(EU-based companies must provide their Value Added Tax number. Fees for UK members will include an extra sum equal to the current UK rate in accordance with current UK legislation and legal guidance.)*

**Contact details**

**Member organisation public/trading name:**

---

**Business contact address:**

---

  

---

**Post/Zip code:**

**Country:**

---

**Nominated representative of member**

**First name:**

**Surname:**

---

**Position:**

---

**Business contact address (if different):**

---

  

---

**Post/Zip code:**

**Country:**

---

**Contact email address:**

---

**Contact phone number:**

**Fax number:**

---

**Billing contact**

**First name:**

**Surname:**

---

**Position:**

---

**Business contact address (if different):**

---

  

---

**Post/Zip code:**

**Country:**

---

**Contact email address:**

---

**Contact phone number:**

**Fax number:**

---

Note: Details of the respective rights of Members are set out in the Articles of Association.

## **Schedule to Application Form SMALL CELL FORUM LIMITED (the "Company") SCHEDULE TO THE APPLICATION FORM**

Each Member on whose behalf an Application Form is executed and accepted, irrevocably agrees and undertakes, by such execution, that:

### **1. Definitions and interpretation**

- 1.1 Words and expressions defined in the Articles of Association (as amended from time to time) shall have the same meanings in this Schedule and the rest of this Application Form;
- 1.1 References "this Schedule" means this schedule as from time to time revised; and
- 1.2 In the event, and to the extent of any conflict between the Application Form (including this Schedule) and the Articles of Association, the latter shall prevail.

### **2. Fees**

- 2.1 It will pay such fees, both following an application to become a Member and subsequently at such times during each year of membership, as may be determined, in its absolute discretion, by the Executive Board from time to time. Details of the relevant fees will be available from the Company on application to the Secretariat;
- 2.2 No refund of any such fees as referred to in paragraph 2.1 above shall be made if, at any time, it ceases to be a Member;
- 2.3 If it ceases to be a Member, it shall nonetheless remain liable for all fees due to the Company remaining unpaid at the date of cessation of membership; and
- 2.4 Except as may otherwise be agreed or determined in accordance with the Articles of Association, it will be responsible for all expenses and other costs incurred by it or by any of its representatives or personnel (including those who may act as Directors of the Company) in connection with the Company and its activities.

### **3. Compliance with Obligations**

- 3.1 It shall, and it will procure that its Nominated Representative and any other representatives involved on its behalf from time to time in the affairs of the Company, shall comply at all times with:
  - (a) the Articles of Association;
  - (b) the IPR and Confidentiality Policy;
  - (c) the Brand Guidelines
  - (d) the Anti Trust and Competition Law Policy; and
  - (e) such other policies as may be approved by the Executive Board and/or the Members from time to time in accordance with the Articles of Association.

### **4. English Law**

- 4.1 The obligations contained in the Application Form (of which this Schedule forms part) are legally binding upon it, that they will be construed and interpreted in accordance with English law and that it irrevocably submits to the exclusive

jurisdiction of the English courts to settle any disputes which may arise out of or in connection with the Application Form, (including the provisions of this Schedule) or otherwise in connection with its involvement in or with the Company.

**5. Obligations Enforceable**

- 5.1 The obligations contained in the Application Form (of which this Schedule forms part) are intended to be enforceable by and against and therefore between each Member of the Company from time to time and by the Company against each such Member (as if and to the extent that such obligations were set out in the Articles of Association); and
- 5.2 It will be bound by and will observe all the obligations set out in this Schedule as from time to time revised or varied in accordance with the Company's Articles of Association.