

No 2145809

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

- of -

**NATIONAL OFFICE OF ANIMAL HEALTH LIMITED
(a private company limited by guarantee)**

Incorporated the 8th day of July 1987

Updated articles adopted 23rd November 2023

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

- of -

NATIONAL OFFICE OF ANIMAL HEALTH LIMITED (a private company limited by guarantee)

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms
2. Liability of members

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3. Officers of the company
4. The Board and appointment of directors to the Board
5. Nomination for election
6. Directors' general authority
7. Members' reserve power
8. Directors may delegate
9. Committees

DECISION-MAKING BY DIRECTORS

10. Directors to take decisions collectively
11. Unanimous decisions
12. Calling a directors' meeting
13. Participation in directors' meetings
14. Quorum for directors' meetings
15. Proceedings at Board meetings
16. Casting vote
17. Conflicts of interest
18. Records of decisions to be kept
19. Directors' discretion to make further rules

APPOINTMENT OF DIRECTORS

20. Methods of appointing directors
21. Termination of director's appointment

PART 3
MEMBERS
BECOMING AND CEASING TO BE A MEMBER

- 22. Membership
- 23. Applications for membership
- 24. New member subscription
- 25. Subscriptions
- 26. Cessation and termination of membership
- 27. Cessation and termination of membership (ii)
- 28. Register of members
- 29. Members' agreement

ORGANISATION OF GENERAL MEETINGS

- 30. General meetings
- 31. Attendance and speaking at general meetings
- 32. Quorum for general meetings
- 33. Chairing general meetings
- 34. Attendance and speaking by directors and non-members
- 35. Adjournment

VOTING AT GENERAL MEETINGS

- 36. Voting at general meetings
- 37. Errors and disputes
- 38. Poll votes
- 39. Content of proxy notices
- 40. Delivery of proxy notices
- 41. Amendments to resolutions
- 42. Written Resolutions

PART 4
ADMINISTRATIVE ARRANGEMENTS

- 43. Means of communication to be used
- 44. No right to inspect accounts and other records
- 45. Provision for employees on cessation of business
- 46. Dissolution of the company

DIRECTORS' INDEMNITY AND INSURANCE

- 47. Indemnity
- 48. Insurance

ANNEX 1
MEMORANDUM OF ASSOCIATION

ANNEX 2
MEMBERS' AGREEMENT

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

1. In the articles, unless the context requires otherwise –

“articles” means the company’s articles of association;

“associate member” means a legal person which contracts with the company to participate in the company’s business on such terms as the directors in their discretion may determine but which is not a member of the company within the meaning of section 112 of the Companies Act 2006;

“bankruptcy” includes individual insolvency proceedings in England and in any jurisdiction other than England which have an effect similar to that of bankruptcy;

“Board” means a committee of all of the directors of the company (including the officers) constituted in accordance with article 4;

“Chair” has the meaning given in article 3.1(a);

“chair of the meeting” has the meaning given in article 33.(5);

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

“director” means a director of the company, and includes any person occupying the position of director, by whatever name called, and includes all officers;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“honorary member” means a natural person invited to participate in the company’s business by the directors on such terms as the directors may determine but who is not a member of the company within the meaning of section 112 of the Companies Act 2006

“member” has the meaning given in section 112 of the Companies Act 2006 and, for the avoidance of doubt, excludes associate members and honorary members;

“members’ agreement” shall mean the agreement at Annex 2 entered into on the date of the adoption of these Articles between the members of the company and the company in accordance with article 29, and which members’ agreement shall be binding upon and between them;

“officer” means a director of the company who has been elected to a titled office in accordance with article 3;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“Past-Chair” has the meaning given in article 3.1(c);

“participate”, in relation to a directors’ meeting, has the meaning given in article 13;

“proxy notice” has the meaning given in article 39;

“Senior Vice-Chair” has the meaning given in article 3.1(b);

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006;

“Treasurer” has the meaning set out in article 3.1 (d);

“Vice-Chair” has the meaning given in article 3.1(b); and

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

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

Liability of members

2. (1) The liability of each member is limited to £100 as set out in this article.

(2) Each member undertakes to contribute to the assets of the company in the event of the company being wound up while it is a member or within one year after it ceases to be a member, for:

(a) payment of the company’s debts and liabilities contracted before it ceases to be a member;

(b) payment of the costs, charges and expenses of winding up the company; and

(c) adjustment of the rights of the contributories amongst themselves

such amount as may be required not exceeding one hundred pounds (£100).

(3) Associate members and honorary members have no liability to contribute to the assets of the company in the event of its being wound up.

PART 2

Officers of the company

3. (1) The officers of the company shall be elected to a titled office as follows, and such officers shall be directors of the company:

(a) Chair

The Chair shall be elected by ordinary resolution of the members at a general meeting and shall hold office until the next general meeting. A person shall be eligible for election as Chair having been nominated in accordance with the provisions of article 5 and having served as an officer for at least one term (a term being the period between two general meetings). A current Chair may be re-elected as Chair for one subsequent term by ordinary resolution of the members at a general meeting but shall not thereafter be eligible for re-election as Chair for a period of three years, unless exceptional circumstances require the Board to appoint a previous Chair. The Chair shall act as the chair of the meeting of any Board meeting, any other meetings of directors, and all general meetings of the company.

(b) Vice-Chair

Up to three Vice-Chairs may be elected by ordinary resolution of the members at a general meeting and shall hold office until the next general meeting. A person shall be eligible for election as Vice-Chair having been nominated in accordance with the provisions of article 5. A current Vice-Chair may be re-elected as Vice-Chair for three subsequent terms by ordinary resolution of the members at a general meeting but shall not thereafter be eligible for re-election for a period of two years. One of the Vice-Chairs shall be elected by ordinary resolution of the members at a general meeting to be the Senior Vice-Chair and shall hold office until the next general meeting. The Senior Vice-Chair or a Vice-Chair shall act as the chair of the meeting of any Board meeting, any other meetings of directors, and all general meetings of the company, in the absence of the Chair.

(c) Past-Chair

A Past-Chair may be elected by ordinary resolution of the members at a general meeting from among those persons who have previously been Chair, and shall hold office until the next general meeting. He or she shall be eligible for re-election on one further consecutive occasion only but shall not thereafter be eligible for re-election for a period of two years. A Past-Chair may participate in Board meetings or any other meetings of directors, as a director.

(d) Treasurer

The Treasurer shall be elected by ordinary resolution of the members at a general meeting and shall hold office until the next general meeting. A current Treasurer may be re-elected as Treasurer for three subsequent terms by ordinary resolution of the members at a general meeting but shall not thereafter be eligible for re-election for a period of two years. The Treasurer shall report to the Board on financial matters related to the business of the company.

- (2) If no nominations are received for the position of any officer, the Board may appoint one of their number to act in that role until the next general meeting. *In such circumstances, the restrictions on re-election in article 3(1) (a) – (d) shall not apply.*
- (3) Subject to the provisions of article 3(1) (a) to (d), no person may hold more than one position as officer at any one time.
- (4) In the event of an officer resigning before the next general meeting, or being otherwise unable to act as an officer, the Board may appoint one of their number to act in that role until the next general meeting. *In such circumstances, the restrictions on re-election in article 3(1) (a) – (d) shall not apply.*

The Board and appointment of directors

- 4. (1) The Board shall consist of the following:
 - (a) the officers of the company;
 - (b) such individuals not exceeding eight in number as may from time to time be nominated in accordance with article 5 and elected by the members to be directors of the company by ordinary resolution of the members at a general meeting; and
 - (c) such individuals not exceeding three in number as may from time to time be appointed to be a director by a decision of the directors for such term as the directors in their discretion may determine; and
 - (d) such individuals as the directors in their discretion may invite from time to time to attend and participate in (but not vote at) meetings of the Board.
- (2) Any director appointed in accordance with article 4 (1) (b) shall continue as a director for five years unless the director's appointment is terminated in accordance with article 21. If at the general meeting which follows the end of the director's five year term, a replacement director is not appointed in accordance with the provisions of article 4 (1) (b), the directors may reappoint the director by a decision of the directors.

Nomination for election as an officer or director per article 4 (1) (b)

5. (1) Nomination of candidates for election as an officer, or as a director under article 4 (1) (b), shall be invited by the company with the nominations to be sent to the Board in such format as the company may stipulate not less than 14 days prior to the date of the general meeting.
- (2) Each member may nominate one or more candidates for each position. A candidate may not nominate themselves.
- (3) A candidate for election shall be a director of a member or other person of standing in the industry. Where the nominee is not the chief executive or managing director or equivalent of a member, he or she may be nominated only with the written approval of the chief executive or managing director or equivalent of the member.
- (4) A candidate for election must be nominated by two members to be eligible for appointment.
- (5) Each person nominated shall signify in writing his or her acceptance of such nomination.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

Directors' general authority

6. Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

Members' reserve power

7. (1) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- (2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

Directors may delegate

8. (1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles -

- (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions;
- as they think fit.

- (2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- (3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

Committees

- 9. (1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- (2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

- 10. The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 11.

Unanimous decisions

- 11. (1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means including in electronic form that they share a common view on a matter.
- (2) Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- (3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

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

Calling a directors' meeting

12. (1) Any director may call a directors' meeting by giving not less than seven days' notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice. The Chair or Senior Vice-Chair or a Vice-Chair may call a directors' meeting by giving not less than forty eight hours' notice if, in their discretion, such a meeting is necessary on such notice.
- (2) Notice of any directors' meeting must indicate -
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
- (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

Participation in directors' meetings

13. (1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, 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.
- (2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- (3) If all the directors 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.

Quorum for directors' meetings

14. (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for directors' meetings is three directors at least one of whom must be an officer.
- (3) If the total number of directors of the company for the time being is less than the quorum required, the directors must not take any decision other than a decision -
 - (a) to appoint further directors, or
 - (b) to call a general meeting so as to enable the members to appoint further directors.

Proceedings at Board Meetings

15. In accordance with the provisions of article 3, the Chair or the Senior Vice-Chair or a Vice-Chair shall act as the chair at Board meetings or other directors' meetings or, in their absence, any other officer may act as chair of a Board meeting or a directors' meeting.

Casting vote

16. (1) If the numbers of votes for and against a proposal are equal, the chair of the meeting (appointed in accordance with article 15) has a casting vote.
- (2) But this does not apply if, in accordance with the articles, the chair of the meeting (appointed in accordance with article 15) is not to be counted as participating in the decision-making process for quorum or voting purposes.

Conflicts of interest

17. (1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- (2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- (3) This paragraph applies when –
 - (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;

- (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (c) the director's conflict of interest arises from a permitted cause.
- (4) For the purposes of this article, the following are permitted causes –
- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
 - (b) subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- (5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- (6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair whose ruling in relation to any director other than the chair is to be final and conclusive.
- (7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chair, the question is to be decided by a decision of the directors at that meeting, for which purpose the chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

Records of decisions to be kept

18. The directors must ensure that the company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

Directors' discretion to make further rules

19. Subject to the articles, the directors may make any rule which they think fit about how they conduct meetings or take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

Methods of appointing directors

20. Any person who is willing to act as a director, and who would not be disqualified from acting under the provisions of article 21, may be appointed to be a director in accordance with this article 20 and in accordance with the provisions of article 4.

Termination of director's appointment

21. A person ceases to be a director as soon as -

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
- (g) that person fails to attend three consecutive Board or directors' meetings and the directors decide that the director's appointment should be terminated; or
- (h) the members by ordinary resolution decide that the director's appointment should be terminated.

PART 3

MEMBERS

Membership

22. (1) Any legal person engaged in the research, development, manufacture and marketing of licensed veterinary medicines or animal health solutions sold in the United Kingdom may apply to be a member of the company.
- (2) All members shall enter into the members' agreement and new members from time to time shall enter into the members' agreement in the form of the deed of adherence appearing at schedule 2 of the members' agreement.
- (3) The directors in their sole discretion may determine: (a) the eligibility criteria for associate membership; (b) the method of application to be an associate member; (c) any fees payable to the company by associate members; and (d) the terms upon which associate members engage with the company and participate in the company's business.
- (4) The directors in their sole discretion may determine: (a) the eligibility for honorary membership; (b) the method of invitation to be an honorary member; and (c) the terms upon which honorary members engage with the company and participate in the company's business.

BECOMING AND CEASING TO BE A MEMBER

Applications for membership

23. No person shall become a member of the company unless -
- (a) that person has completed an application for membership in a form approved by the directors, and
 - (b) the directors are satisfied that the prospective member meets any eligibility criteria that they may reasonably prescribe (including any eligibility criteria set out in these articles or in the members' agreement) and the directors have approved the application;
 - (c) the person has entered into a deed of adherence in the form of schedule 2 of the members' agreement.

New member subscription

24. Every new member joining part way through a subscription year shall pay the company a pro-rata subscription fee based on that year's subscription rates and apportioned according to the number of months remaining in that subscription year, as determined by the directors in their discretion.

Subscriptions

25. Members shall pay an annual subscription to the company in accordance with the terms of the members' agreement.

Cessation and termination of membership

26. Membership of the company is not transferable.
27. A member's membership shall terminate and it shall cease to be a member of the company with immediate effect upon the happening of any one of the following events:
- (1) The occurrence of any event or circumstance which results in the termination of membership as set out in the members' agreement; or
 - (2) The member is wound up or ceases to exist; or
 - (3) The members at a general meeting pass a special resolution terminating that member's membership following a recommendation of the Board that the member's membership be terminated by the members at a general meeting as a result of any conduct which the Board (in its discretion) believes is detrimental to the business of the company.

Register of members

28. The company shall keep and maintain a register of members. Each member shall from time to time and as may be requested by the company notify the company of its postal address and its email address for the register of members. Postal addresses so notified shall be registered as places to which notices may be delivered or sent by ordinary post by the company and email addresses so notified shall be registered as email addresses to which notices may be sent by the company.

Members' agreement

29. By the adoption of these updated articles, the members hereby enter into the members' agreement at Annex 2 of these articles, the terms of which members' agreement shall be binding upon each member from the date of the adoption of these articles.

ORGANISATION OF GENERAL MEETINGS

General meetings

30. A general meeting of the company's members shall be held at least once every year to receive the report of the Board, elect officers and directors and conduct any other company business. The meeting shall take place in such format as the Board in its discretion may determine (including by video conference). Not more than fifteen months shall elapse between any two such meetings. The company

shall give not less than fourteen days' notice stating the place, date and hour of such meeting. Members, directors and officers and any person invited by directors may attend a general meeting but only members may vote at general meetings.

Attendance and speaking at general meetings

31. (1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- (2) A person is able to exercise the right to vote at a general meeting when -
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

Quorum for general meetings

32. (1) No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. Save as otherwise herein provided, three members of the company shall be a quorum.
- (2) If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, or if during a general meeting a quorum ceases to be present, the meeting shall stand adjourned to such time and place and date as the directors may determine.

Chairing general meetings

33. (1) The Chair shall chair general meetings if present and willing to do so.

- (2) If the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which the general meeting was due to start the Senior Vice-Chair shall chair the meeting, if present and willing to do so.
- (3) If the Senior Vice-Chair is not present or is unwilling to chair the meeting a Vice-Chair shall chair the meeting, if present and willing to do so.
- (4) If no Vice-Chair is present or the Vice-Chair(s) are unwilling to chair the meeting:
 - (a) the directors present; or
 - (b) (if no directors are present), the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.
- (5) The person chairing a meeting in accordance with this article is referred to as “the chair of the meeting”.

Attendance and speaking by directors and non-members

34. (1) Directors may attend and speak at general meetings, whether or not they are members.
- (2) Subject to the provisions of article 31, the chair of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

Adjournment

35. (1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.
- (2) The chair of the meeting may adjourn a general meeting at which a quorum is present if –
 - (a) the meeting consents to an adjournment, or
 - (b) it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- (3) The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chair of the meeting must –

- (a) either specify the time and date and place to which it is adjourned or state that it is to continue at a time and date and place to be fixed by the directors, and
 - (b) have regard to any directions as to the time and date and place of any adjournment which have been given by the meeting.
- (5) If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the company must give at least seven days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given) -
 - (a) to the same persons to whom notice of the company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

Voting at general meetings

36. (1) On a show of hands or on a poll every member shall be entitled to one vote. Honorary and associate members are not entitled to vote.
- (2) In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a casting vote.
- (3) The directors may make such arrangements as they think fit to allow one or more members to:
- (a) vote in advance on any resolution which shall be voted on by a show of hands or by electronic means at a general meeting in circumstances where a member or members are unable to attend the general meeting;
- and/or
- (b) vote by electronic means rather than by a show of hands at a general meeting.

- (4) Any member entitled to vote on a poll may vote in advance of the meeting in such manner as the directors may direct, subject to the provisions of these articles, in circumstances where the member is unable to attend the general meeting.

Errors and disputes

- 37. (1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- (2) Any such objection must be referred to the chair of the meeting whose decision is final.

Poll votes

- 38. (1) A poll on a resolution may be demanded –
 - (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (2) A poll may be demanded by –
 - (a) the chair of the meeting;
 - (b) the directors;
 - (c) six or more persons having the right to vote on the resolution; or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- (3) A demand for a poll may be withdrawn if -
 - (a) the poll has not yet been taken, and
 - (b) the chair of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chair of the meeting directs.

Content of proxy notices

- 39. (1) Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which -

- (a) states the name and address of the member appointing the proxy;
 - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
 - (3) 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.
 - (4) 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 general meeting to which it relates as well as the meeting itself.

Delivery of proxy notices

- 40. (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- (2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) 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.
- (4) 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 appointer's behalf.

Amendments to resolutions

- 41. (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if –

- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if –
 - (a) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

Written resolutions

42. (1) Subject to this article 42, a written resolution signed by members representing
- (a) a simple majority of the members; or
 - (b) (in the case of a special resolution) not less than 75% of the members;
- shall be valid and such a resolution is passed in accordance with section 206 (4) of the Companies Act 2006.
- (2) On a written resolution each member who is a member of the company at the date on which the resolution is sent to members shall have one vote.
 - (3) A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
 - (4) A members' resolution under the Companies Acts removing a director before the expiry of his or her term of office may not be passed as a written resolution.
 - (5) Notice of any proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify agreement or rejection and the date by which the resolution must be passed if it is not to lapse.

PART 4
ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

43. (1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 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 company. Unless the articles specify otherwise, notices shall be sent to members by email.
- (2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- (3) A director may agree with the company that notices or documents sent to that director 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 forty-eight hours.

No right to inspect accounts and other records

44. Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member.

Provision for employees on cessation of business

45. The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

Dissolution of the company

46. In the event of the passing of a resolution for the winding up of the company, any funds remaining shall be distributed between the members in accordance with the provisions of any members' agreement or as the resolution for winding up stipulates.

DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

47. (1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against –
- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
 - (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006), or
 - (c) any other liability incurred by that director as an officer of the company or an associated company.
- (2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- (3) In this article –
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
 - (b) a “relevant director” means any director or former director of the company or an associated company.
- (4) The Board in its discretion may permit employees of the company to be indemnified out of the company's assets against any claims brought by third parties, members, associate members or honorary members against an employee arising out of or in connection with that employee's work for the company except that nothing in this article shall permit an employee to be indemnified in respect of any fraud by that employee.

Insurance

48. (1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.
- (2) In this article –
- (a) a “relevant director” means any director or former director of the company or an associated company,

- (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

ANNEX 1:
MEMORANDUM OF ASSOCIATION ON INCORPORATION¹

THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

- of -

NATIONAL OFFICE OF ANIMAL HEALTH

The name of the Company (hereinafter referred to as “the Association”) shall be
“NATIONAL OFFICE OF ANIMAL HEALTH LIMITED”.

The Registered Office of the Association will be situated in England.

Objects

1. The objects of the Company are:
 - (a) to take over and carry on the work and functions hitherto carried on by a body known as the National Office of Animal Health (87) and to acquire, hold and employ for the object herein specified and as part of the general property and funds of the Association any property and assets of the aforementioned body if and when the same shall be dissolved, which shall be transferred to the Association.
 - (b) to promote the interests common to its members whether in the United Kingdom or elsewhere.
 - (c) to promote the interests of all concerned in and the consideration and discussion of all matters relating to research, development, manufacture, production, sale, provision of services in regard to and use of products for treatment and prevention of disease and treatments for the welfare and economic production of animals.
 - (d) to promote research and other development work in connection with products for use in animal health, welfare, rearing and production and to provide funds for payment of any person or persons engaged in that work and of professional and technical advisers and to publish the useful results of such research and work when appropriate.

¹ This Annex sets out the Memorandum of Association of the Company on its incorporation.

Powers

2. To further its objects the Company may:

- (a) organise conferences and other meetings for members and others relating to animal health and to publish and sell or otherwise distribute the reports of the proceedings of such conferences or meetings;.
- (b) discuss and consider and deal with questions concerning international government or state, country, municipal or other official control of animal health or of matters affecting or concerning animal health;
- (c) promote changes in the laws affecting animal health products and improvements in administration and, for the purposes aforesaid, to take such other steps and proceedings as may be deemed expedient;
- (d) promote, maintain and improve standards of education, training and professional conduct in connection with the production and distribution of animal health products.
- (e) take or defend, or contribute to, or assist in any proceedings by or against the Association, or any member thereof, in any lawful manner, provided that questions of principle affecting rights or interests concerning animal health products are involved therein.
- (f) circulate amongst its members and others information on all matters affecting animal health and to print, publish, issue and sell such papers, periodicals, books, circulars, advertisements and other library undertakings as may further the objects of the Association.
- (g) collect, prepare and disseminate statistical and other information relating to animal health products and to charge fees where appropriate.
- (h) promote, or form, or assist in the promotion or formation of any company or body for the purpose of doing or undertaking all or any of the duties, powers or liabilities which the Association is authorised to do or undertake and to delegate to such company or body all or any of the duties or powers of the Association and to arrange for the undertaking by any such company or body of all or any of the duties or liabilities of the Association provided that all acts and proceedings of such company or body shall be reported back as soon as possible to the Association.
- (i) co-operate, collaborate, amalgamate, or affiliate with any company or body authorised or having power to do any of the things, or to

undertake any of the duties or liabilities which the Association is authorised or empowered to do or undertake and to promote, or form, or assist in the promotion or formation of any such company or body.

- (j) undertake and execute charitable trusts.
- (k) purchase or take on lease any real or personal property or premises which the Association may think necessary for the promotion of its objects.
- (l) charge fees and receive remuneration or other consideration for any services rendered by the Association and to receive subscriptions and donations for the purposes of the Association generally or for any particular purpose.
- (m) invest the moneys of the Association not immediately required upon such securities or otherwise in such manner as may from time to time be determined and to lend money on mortgage of real property.
- (n) borrow any moneys required for the purposes of the Association upon such terms and upon such securities as may be determined and for that purpose to issue debentures.
- (o) sell or dispose of, lease, mortgage or otherwise deal with the undertaking or property of the Association or any part thereof, for such consideration as the Association may think fit, and in particular for shares, debentures, securities, or other interests in any other company having objects altogether or in part similar to those of the Association.
- (p) employ and appoint and pay reasonable or proper remuneration in good faith to officers and servants of the Association and to any member of the Association in return for any service actually rendered to the Association.
- (q) grant pensions or gratuities to any employees or ex-employees of the Association or the relations or dependants of any such employees or ex-employees and for this purpose to establish, support or maintain or make contributions to such pension or life assurance schemes or other funds or trusts as the Association may consider desirable.
- (r) pay all expenses, necessary to the formation of the Association and its registration.
- (s) do all such other lawful things as may be necessary for the attainment of the above objects.
- (t) do all or any of the above things either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, trustees, sub-contractors or otherwise.

PROVIDED that the objects of the Association shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

Income and Property

3. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth from time to time in the Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Association except on the winding up of the Association.

Provided that nothing herein shall prevent any payment in good faith by the Association:

- (a) of reasonable and proper remuneration to any member, officer or servant of the Association for any services rendered to the Association;
- (b) of reasonable and proper interest on money lent by any member of the Association;
- (c) of reasonable and proper rent for premises demised or let by any member of the Association;
- (d) of out-of-pocket expenses of any officer, servant or employee of the Association incurred in the performance of his duties in connection with the affairs of the Association.

ANNEX 2: MEMBERS' AGREEMENT

Between

**THE MEMBERS OF NATIONAL OFFICE OF ANIMAL HEALTH
LIMITED**

And

NATIONAL OFFICE OF ANIMAL HEALTH LIMITED

This Agreement is entered into on the date of the adoption by the Company of its updated articles, being [date]

PARTIES

- (1) The several legal persons whose company names and registered office addresses are set out in Schedule 1 (**Existing Members**).
- (2) NATIONAL OFFICE OF ANIMAL HEALTH LIMITED incorporated and registered in England and Wales with company number 02145809 whose registered office is at PO Box 501, the Nexus Building, Broadway, Letchworth Garden City, Hertfordshire SG6 9BL (**Company**).

BACKGROUND

- A. The Company is a private company limited by guarantee.
- B. Each Existing Member is a member of the Company within the meaning of section 112 of the Companies Act 2006.
- C. The parties have agreed to enter into this Agreement for the purpose of regulating the exercise of their rights in relation to the Company and for the purpose of making certain commitments as set out in this Agreement.
- D. The parties intend the provisions of this Agreement to be binding upon and between them, and to bind any future members of the Company from time to time who enter into the Deed of Adherence at Schedule 2 of this Agreement.

AGREED TERMS

1. INTERPRETATION

1.1. THE FOLLOWING DEFINITIONS SHALL APPLY IN THIS AGREEMENT:

Act: the Companies Act 2006.

Articles: the articles of association of the Company.

Board: the board of directors from time to time of the Company, more particularly defined in the Articles.

Business: has the meaning given in clause 2.1.

Code of Practice: the code of practice adopted by the Company (as may be revised from time to time) in accordance with clause [5] of this Agreement.

Compendium: a catalogue of Data Sheets and SPCs supplied voluntarily by Members and third parties and published by the Company in respect of veterinary medicines authorised under The Veterinary Medicines Regulations 2013 (as may be updated, amended or re-enacted from time to time).

Data Sheet: an abbreviated form of the SPC which contains all essential information for a prescriber or user of a veterinary medicine.

Deed of Adherence: a deed of adherence in the form set out in Schedule 2 under which a legal person who becomes a Member of the Company agrees with the Existing Members and the Company to become a party to, and to be bound by the terms of, this Agreement as a Member.

Encumbrance: any interest or equity of any person (including any right to acquire, option, right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.

Member: each party from time to time to this Agreement who is a member of the Company within the meaning of section 112 of the Act, including Existing Members and any legal person who enters into the Deed of Adherence.

SPC: a summary of product characteristics in respect of a veterinary medicine authorised under The Veterinary Medicines Regulations 2013 (as may be updated, amended or re-enacted from time to time).

1.2. Clause and Schedule headings shall not affect the interpretation of this agreement.

1.3. References to clauses and Schedules are to clauses of and Schedules to this Agreement and references to paragraphs and Parts are to paragraphs and Parts of the relevant Schedule.

1.4. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.5. A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied, or superseded (in each case, other than in breach of the provisions of this Agreement or the provisions of the agreement or document in question, as appropriate) from time to time.

1.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8. A **person** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

1.9. A reference to a **party** means an original party to this Agreement or any person who has executed a Deed of Adherence.

1.10. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.11. A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act.

1.12. A reference to **writing** or **written** includes email but excludes faxes.

1.13. Any words following the terms **including**, **include**, **in particular** or **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.14. Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

1.15. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment made after the date of this Agreement shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

1.16. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.17. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.18. Unless otherwise provided in this Agreement, all covenants, undertakings, warranties and other obligations given or entered into by more than one party in this Agreement are given or entered into severally.

2. BUSINESS OF THE COMPANY

2.1. The business of the Company is to represent the interests of its members and the animal health industry in all matters relating to research, development, manufacture, production, sale, provision of services in regard to, and use of, products for the treatment and prevention of disease in animals and treatments for the welfare and economic production of animals, as more fully set out in the Company's Memorandum of Association on incorporation, annexed to the Company's Articles (as may be amended from time to time in accordance with the provisions of the Articles).

2.2. Each Member shall promote the success of the Company and the Company's Business, in each case for the benefit of the Company and the Company's Members as a whole.

3. JOINING MEMBERS

3.1. Any legal person engaged in the research, development, manufacture and marketing of licensed veterinary medicines or animal health solutions sold in the United Kingdom may apply to be a Member of the Company.

3.2. Any application to become a Member of the Company shall be made in such form as the directors of the Company may reasonably require.

3.3. Upon receipt of an application to become a Member of the Company, the directors of the Company shall determine whether the applicant meets the eligibility criteria. The directors (in their discretion) shall determine whether or not to admit an applicant to become a Member of the Company.

3.4. No legal person shall be admitted as a Member of the Company unless and until the applicant has signed the Deed of Adherence in the form set out at Schedule 2 of this Agreement.

3.5. Each Member hereby authorises the Company to execute any Deed of Adherence (entered into between the Members, the Company and any new Member) on its behalf.

3.6. Every new Member joining the Company part way through a subscription year shall pay the Company a pro-rata subscription fee based on that year's subscription rates and apportioned according to the number of months remaining in that subscription year, as determined by the directors of the Company in their discretion.

4. MEMBER OBLIGATIONS

4.1. Each Member shall:

4.1.1. comply with the terms of this Agreement;

4.1.2. pay the annual subscription fee determined in accordance with clause 6 of this Agreement within 28 days of receipt of an invoice in respect of such fee from the Company;

4.1.3. enter into a deed of variation when requested to do so by the Board in accordance with clause 12 of this Agreement;

4.1.4. comply fully with the provisions of the Code of Practice;

4.1.5. notify the Company as soon as reasonably practicable in the event of a merger, joint venture or acquisition as set out in clause 7 of this Agreement;

4.1.6. provide updated Data Sheets or SPCs to the Company as required under the Code of Practice after such Data Sheets or SPCs have been updated in respect of any

veterinary medicines which the Member has asked to be listed in the Company's Compendium;

4.1.7. ensure that all animal medicines representatives for the Member are registered on the Company's certificate of animal health register and take the relevant examinations as stipulated in the Code of Practice;

4.1.8. comply with any decisions of, or undertake any actions required by, the Code of Practice Committee (as defined in the Code of Practice); and

4.1.9. comply with any guidelines issued by the Company from time to time as regards the use of the Company's logo or website; and

4.1.10. comply with any communications guidelines issued by the Company from time to time.

5. CODE OF PRACTICE

5.1. The Board may adopt, revise or revoke the Code of Practice at any time. Any such adopted or revised Code of Practice shall be binding upon all Members as from the date of any such adoption or revision whether or not the Member has received a copy of the Code of Practice or notice of any revision.

5.2. Any Member may propose a revision to the Code of Practice to the Board which shall be considered by the Board. The Board has discretion as to whether to accept or reject any proposed revision to the Code of Practice.

5.3. The Company shall require that any Associate Members (as defined in the Articles), and any third parties whose Data Sheets or SPCs are listed in the Compendium, comply with the Code of Practice.

6. SUBSCRIPTION FEES

6.1. A Member's annual subscription fee shall be calculated by the Company by reference to such factors as the Company shall determine.

6.2. The Member shall provide any data required by the Company for the calculation of the annual subscription fee upon written request by the Company within such time frames as the Company may specify.

6.3. The Company may (in its discretion) charge interest at 4% above the base rate of the Company's bank in respect of any late payment by a Member of its subscription fee.

6.4. A suspension of the Member's membership under clause 10 of this Agreement shall not affect in any way the Member's liability to pay its subscription fee and no

refund of the Member's subscription fee shall be paid by the Company in respect of any such period of suspension.

6.5. No refund of a Member's subscription fee shall be due in the event of the cessation of that Member's membership of the Company, howsoever such cessation may arise.

7. MERGERS OR ACQUISITIONS OF MEMBERS

Mergers and joint ventures

7.1. In circumstances where there is a merger or joint venture between two or more Members resulting in the formation of a new company ("New Company"), the merging or joint venture Members may apply to the Company for the New Company to become a Member and in such circumstances the provisions of clauses 3.1 to 3.4 shall apply.

7.2. If the New Company becomes a Member in accordance with the provisions of clause 3 and the two or more merging or joint venture Members cease membership of the Company ("Amalgamating Members"), the following sums shall be payable by the New Company in respect of its annual subscription fees:

7.2.1. in respect of the calendar year in which the merger or joint venture takes place, the amount that would have been payable by the Amalgamating Members had the merger or joint venture not taken place;

7.2.2. in respect of the four subsequent calendar years after the calendar year in which the merger or joint venture takes place:

7.2.2.1. the subscription fee for the New Company calculated in accordance with clause 6; plus

7.2.2.2. the difference between the sum set out in clause 7.2.2.1 and the amount that would have been payable by the Amalgamating Members had the merger or joint venture not taken place, calculated on the basis of the declared turnover of the Amalgamating Members for the year preceding the calendar year in which the merger or joint venture takes place, multiplied by the following factors:

(a) in the first year after the calendar year in which the merger or joint venture takes place: 0.8

(b) in the second year after the calendar year in which the merger or joint venture takes place: 0.6

(c) in the third year after the calendar year in which the merger or joint venture takes place: 0.4

(d) in the fourth year after the calendar year in which the merger or joint venture takes place: 0.2.

Acquisitions

7.3. In circumstances where one Member becomes a subsidiary of another Member (“Acquiring Member”) and the subsidiary Member ceases to be a Member of the Company (“Subsidiary Member”), the following sums shall be payable by the Acquiring Member in respect of its annual subscription fees:

7.3.1. in respect of the calendar year in which the acquisition takes place, the amount that would have been payable by both the Acquiring Member and the Subsidiary Member had the acquisition not taken place;

7.3.2. in respect of the four subsequent calendar years after the calendar year in which the acquisition takes place:

7.3.2.1. the subscription fee for the Acquiring Member calculated under clause 6 plus:

7.3.2.2. the difference between the sum set out in clause 7.3.2.1 and the amount that would have been payable by both the Acquiring Member and the Subsidiary Member had the acquisition not taken place, calculated on the basis of the declared turnover of the Acquiring Member and Subsidiary Member for the year preceding the calendar year in which acquisition takes place, multiplied by the following factors:

(a) in the first year after the calendar year in which the acquisition takes place: 0.8

(b) in the second year after the calendar year in which the acquisition takes place: 0.6

(c) in the third year after the calendar year in which the acquisition takes place: 0.4

(d) in the fourth year after the calendar year in which the acquisition takes place: 0.2.

Mergers, joint ventures and acquisitions with and of associate members

7.4. In circumstances where one Member becomes a holding company for an Associate Member (as defined in the Articles) or merges or undertakes a joint venture with an Associate Member, and following the acquisition, merger or joint venture the Associate Member ceases to be an Associate Member of the Company, the following sums shall be payable by the Member in respect of its annual subscription fees:

7.4.1.in respect of the calendar year in which the acquisition, merger or joint venture takes place, the amount that would have been payable by both the Member and the Associate Member had the acquisition, merger or joint venture not taken place; and

7.4.2.in respect of the two calendar years after the calendar year in which the acquisition, merger or joint venture takes place, the sum payable by the Member under clause 6 plus 50% of the subscription fee paid by the Associate Member in its last year of associate membership.

8. NO ENCUMBRANCE

No Member shall create any Encumbrance over, transfer or otherwise dispose of or give any person any rights in or over the Member's membership of the Company, except as may be permitted or required by the Articles.

9. TERMINATION OF THIS AGREEMENT

9.1. This Agreement shall terminate:

9.1.1. when a resolution is passed by the Members or creditors of the Company, or an order is made by a court or other competent body or person, instituting a process that shall lead to the Company being wound up and its assets being distributed among the Company's Members, creditors or other contributors; or

9.1.2. upon the appointment of a receiver, administrator or administrative receiver over the whole or any part of the assets of the Company; or

9.1.3. upon the Members of the Company passing a special resolution to terminate this Agreement.

9.2. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of any of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

9.3. Where, following an event referred to in clause 9.1.1 or 9.1.2, the Company is to be wound up and its assets distributed, the parties shall agree a suitable basis for dealing with the interests and assets of the Company and shall endeavour to ensure that, before dissolution:

9.3.1. all existing contracts and obligations of the Company are performed to the extent that there are sufficient resources;

9.3.2. any assets or intellectual property rights belonging to or originating from a Member shall be returned to that Member by the Company; and

9.3.3. the Company's assets are distributed as soon as reasonably practicable.

10. CESSATION OR SUSPENSION OF MEMBERSHIP

10.1. The provisions of this clause 10 are in addition to the provisions set out in the Articles in relation to the cessation of a Member's membership of the Company.

10.2. The Board in its sole discretion may determine that a Member's membership of the Company shall cease upon any of the following events, and in such circumstances the Member's membership shall cease immediately upon such determination of the Board:

10.2.1. the Member has breached the Code of Practice in circumstances which the Code of Practice Committee has determined (in its discretion) are serious or significant, and if such a breach is remediable, the Member has failed to take such steps to remedy the breach as have been stipulated by, or agreed with, the Code of

Practice Committee by the deadline imposed by, or agreed with, the Code of Practice Committee; or

10.2.2. the Member is convicted of an offence under The Veterinary Medicines Regulations 2013 (as may be updated, amended or re-enacted from time to time) or under any other enactment which is relevant to the Company's Business.

10.3. A Member's membership of the Company shall cease upon written notice sent by the Company to the Member for such notice period as the Company shall in its discretion determine following any regulatory action taken by a UK or EU regulator against the Member in respect of any breaches by the Member of any legislative provisions relevant to the Company's Business.

10.4. A Member's membership of the Company shall cease upon written notice sent by the Company to the Member for such notice period as the Company shall in its discretion determine in the event that the Member has breached any of the terms of this Agreement and, if such a breach is remediable, has failed to remedy the breach within a time frame specified by the Company.

10.5. A Member may terminate its membership by providing written notice to the Company and, following such notice, the Member's membership of the Company shall cease on the date of the second general meeting after the written notice was served.

10.6. Cessation of a Member's membership under the provisions of the Articles or under clauses 10.2 to 10.5 above shall not affect any rights, remedies, obligations or liabilities of any of the parties that have accrued up to the date of the cessation of membership, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of the cessation of the membership.

10.7. The Company (in its discretion) may suspend a Member's membership of the Company at any time for such period as the Company (in its discretion) determines is necessary:

10.7.1. where the Company believes that the Member has breached the terms of this Agreement (including by failing to sign a deed of variation in accordance with clause 12);

10.7.2. where the Member is under investigation by a UK or EU regulatory body in respect of any breaches or alleged breaches by the Member of any legislative provisions relevant to the Company's Business; or

10.7.3. where the Company believes that a Member's act or omission is or could be detrimental to the Company's Business.

10.8. Where a Member's membership is suspended under the provisions of clause 10.7:

10.8.1. the Member may not vote at any general meetings (except that this clause shall not prevent a Member from exercising its statutory rights as a Member under the Act);

10.8.2. the Company may remove the Member's logo from its website or other published material for the period of the suspension;

10.8.3. the Company may remove the member's Data Sheets and SPCs from the Compendium for the period of the suspension;

10.8.4. the Member may not publicise its membership of the Company and shall remove the Company's logo from its website(s) and other published material for the period of the suspension; and

10.8.5. the Member shall remain liable for its subscription fees and any other sums due from the Member to the Company for the duration of the suspension.

11. ASSIGNMENT AND OTHER DEALINGS

No Member shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement (or any other document referred to in it) without the prior written consent of the Board (such consent not to be unreasonably withheld or delayed).

12. VARIATION

12.1. Any variation to this Agreement shall be considered by the Board in consultation with the Members. The manner of such consultation with the Members shall be in the Board's discretion.

12.2. If the Board in its discretion determines that a variation to this Agreement is desirable in respect of the Company's Business, the Board shall send a deed of variation to each Member.

12.3. Each Member shall sign any deed of variation sent in accordance with this clause 12 and return it to the Company within 28 days of the Member's receipt of such a deed of variation.

13. WAIVER

13.1. A failure or delay by any party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

13.2. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.3. A person that waives a right or remedy provided under this Agreement or by law in relation to one person, or takes or fails to take any action against that person, does not affect its rights or remedies in relation to any other person.

14. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties or constitute any party the agent of another party.

15. NOTICES

A notice given to a party under or in connection with this Agreement shall be in writing and shall be sent by email to such email address as that party may notify to the other party in accordance with this Agreement and shall be deemed delivered to the other party 24 hours after any such email was sent. This clause does not apply to service of legal proceedings.

16. SEVERANCE

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

17. THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

18. GOVERNING LAW AND JURISDICTION

18.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

18.2. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into by each Existing Member upon the adoption of the Company's updated articles, in accordance with article 29.

Schedule 1 The Existing Members

Name	Address	Email
Animalcare Ltd	Moorside, Monks Cross, York , YO32 9LB	info@animalcare.co.uk
Animax Ltd	Shepherds Grove Industrial Estate, Stanton, Bury St Edmunds, IP31 2AR	info@animax-vet.com
Audevard	37 Rue de Neuilly, Clichy, 92110, France	info@audevard.com
Beaphar UK Ltd	Rook Tree Farm, Withersfield Road, Great Wrating, Haverhill, CB9 7HD	info@uk.beaphar.com
Benchmark Animal Health	1 Pioneer Building, Edinburgh Technopole, Milton Bridge, Penicuik, EH26 0GB	info@bmkanimalhealth.com
Bimeda	Unit 2, Bryn Cefni Industrial Park, Llangefni, LL77 7XA	uksales@bimeda.co.uk
Boehringer Ingelheim	Ellesfield Avenue, Bracknell, RG12 8YS	vetenquiries@boehringer- ingelheim.com
Ceva Animal Health Ltd	Explorer House, Mercury Park, Wycombe Lane, Wooburn Green, High Wycombe, HP10 0HH	cevauk@ceva.com
Chanelle Pharma (UK)	483, Green Lanes, London, N13 4BS	reception@chanellegroup.ie
Dechra Veterinary Products	Sansaw Business Park, Hadnall, Shrewsbury, SY4 4AS	info.uk@dechra.com
Dorwest Herbs Ltd	Parkway Hill Farm Business Park, Middle Farm Way, Poundbury, Dorchester, DT1 3AR	info@dorwest.com
ECO Animal Health	The Grange, 100 The High Street, Southgate, London N14 6BN	enquiries@ecoanimalhealth. com
Elanco UK AH Ltd	Form 2, 18 Bartley Wood Business Park, Bartley Way, Hook, RG27 9XA	elancouk@elanco.com
HIPRA UK & Ireland Ltd	Foxhall Business Centre, Foxhall Lodge, Foxhall Road, Nottingham, NG7 6LH	ukandireland@hipra.com
Huvepharma	Uitbreidingstraat 80, Berchem, Antwerp, 2600, Belgium	https://huvepharma.com
Johnsons Veterinary Products Ltd	5 Reddicap Trading Estate, Sutton Coldfield, B75 5DF	www.johnsons-vet.com
KRKA UK Limited	Thames House, Waterside Drive, Langley, SL3 6EZ	info@krka.biz
Lintbells	Fairclough Hall Farm, West Barn, Halls Green, Hitchin, SG4 7DP	info@lintbells.com

MSD Animal Health	Walton Manor, Walton, Milton Keynes, MK7 7AJ	vet-support.uk@msd.com
Nimrod Veterinary Products Limited	2 Wychwood Court, Cotswold Business Village, Moreton-in-Marsh, GL56 0JQ	nimrod@nimrodvet.co.uk
Norbrook Laboratories Limited	Carnbane Industrial Estate, Newry, Northern Ireland BT35 6QQ	gbenquiries@norbrook.co.uk
Petlife International Ltd	Unit 2 Cavendish Road, Bury St Edmunds, IP33 3TE	info@vetbed.co.uk
TVM UK Animal Health Ltd	Slade Farm, Kirtlington Business Centre, Kirtlington, OX5 3JA	help@tvm-uk.com
Vetoquinol UK Ltd	Steadings Barn, Pury Hill Business Park, Alderton Road, Paulerspury, NN12 7LS	uk_office@vetoquinol.com
Virbac Ltd	Woolpit Business Park, Windmill Avenue, Woolpit, Bury St Edmunds, IP30 9UP	enquiries@virbac.co.uk
Zoetis UK Ltd	1 st Floor, Birchwood Building, Springfield Drive, Leatherhead, KT22 7LP	customersupportuk@zoetis.com

Schedule 2 Deed of Adherence

This deed is dated [DATE]

Parties

- (1) NATIONAL OFFICE OF ANIMAL HEALTH LIMITED incorporated and registered in England and Wales with company number 02145809 whose registered office is at PO Box 501, the Nexus Building, Broadway, Letchworth Garden City, Hertfordshire SG6 9BL (**Company**);
- (2) [NAME OF NEW MEMBER] of [ADDRESS OF NEW MEMBER] **New Member**); and
- (3) The members of the Company within the meaning of section 112 of the Companies Act 2006 as at the date of this deed (**“the Continuing Members”**).

BACKGROUND

- A. This deed is an agreement made between the Company, the New Member and the Continuing Members for the purpose of regulating the exercise of their rights and obligations in relation to the Company.
- B. The New Member has joined the Company as a member within the meaning of section 112 of the Companies Act 2006 and has agreed to execute this deed so as to adhere to and be bound by the terms of a members' agreement dated [date].

Agreed terms

1. Words and expressions used in this deed shall, unless the context expressly requires otherwise, have the meaning given to them in a members' agreement entered into by the members of the Company within the meaning of section 112 of the Companies Act 2006 dated [DATE] ("**Members' Agreement**").
2. The **Effective Date** means the date of this deed.
3. The New Member confirms that it has been supplied with a copy of the Members' Agreement. The New Member agrees that, from the Effective Date, the New Member shall assume all of the rights under the Members' Agreement granted to members of the Company (within the meaning of section 112 of the Companies Act 2006) and shall observe, perform and be bound by the provisions of the Members' Agreement as though the New Member was an original party to the Members' Agreement as a Member.
4. This deed is intended by the parties to be binding upon and between the New Member, the Company and the Continuing Members and is executed by the Company on behalf of the Continuing Members under the authority granted to the Company by the Continuing Members under the terms of the Members' Agreement.
5. This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
6. This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.
7. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a deed by the New Member:

.....
Name of New Member

.....
Signature of authorised signatory

Date.....

Witnessed by:

.....
Signature of witness

.....
Name of witness

.....
.....
.....
Address of witness

.....
Occupation of witness

Date.....

Signed as a deed by the Company:

.....
Authorised signatory of the Company

Date.....

Witnessed by:

.....
Signature of witness

.....
Name of witness

.....
.....
.....
Address of witness

.....
Occupation of witness

Date.....

Signed as a deed by the Company on behalf of the Continuing Members

.....
Authorised signatory of the Company

Date.....

Witnessed by:

.....

Signature of witness

.....

Name of witness

.....

.....

.....

Address of witness

.....

Occupation of witness

Date.....