

**Memorandum of Association of
The TETRA MOU Association Limited**

a company limited by guarantee and not having a share capital

1. The name of the Company is The TETRA MOU Association Limited which may also be known as the TETRA MOU and is hereinafter called “the Company”.
2. The registered office of the Company is to be situated in England and Wales.
3. The objects for which the Company is established are:
 - 3.1 To support the ETSI Project TETRA process to the fullest extent possible and further strengthen the relations between ETSI and the Company as laid out in the Cooperation Agreement signed by the parties. The stated objective therein is to accelerate the standards process whilst ensuring compliance with user needs;
 - 3.2 To support initiatives by recognised standards making bodies worldwide to adopt the ETSI standard for TETRA voice and data;
 - 3.3 To support initiatives to obtain levels of spectrum to support a harmonised worldwide TETRA market for services including but not limited to emergency and commercial use of TETRA voice and data;
 - 3.4 To develop a mark that will uniquely identify all equipment meeting the TETRA standard, the mark to be suitably and adequately protected and owned by the Company;
 - 3.5 To define additional items that are not covered by ETSI Project TETRA, but are agreed by signatories as essential for the deployment of TETRA networks and in particular the implied regulatory aspects and issues of operators’ licences;
 - 3.6 To ensure appropriate cooperation and support of the validation process of TETRA, this being laboratory work and real-life field trials systems.
4. And the Company shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely: -

- 4.1 To purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections;
- 4.2 To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company;
- 4.3 To purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, right copyrights, licences and the like;
- 4.4 To borrow or raise moneys on such terms and on such security as may be thought fit with such consents as are required by law;
- 4.5 To take and accept any gift of money, property or other assets whether subject to any special trust or not;
- 4.6 To issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- 4.7 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.8 To invest moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- 4.9 To make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions;
- 4.10 To undertake and execute any charitable trusts which the Company may lawfully undertake;
- 4.11 To engage and pay any person or person whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company and to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or

former employees and their wives, husbands and other dependants;

- 4.12 To amalgamate with any companies, institutions, societies or associations;
 - 4.13 To pay out of funds of the Company the costs, charges, expenses of and incidental to the formation and registration of the Company;
 - 4.14 To do all such other lawful things as are incidental to the attainment or furtherance of the said objects or any of them.
5. Provided that: -
- 5.1 In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
 - 5.2 The Company's objectives shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
 - 5.3 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise however by way of profit, to members of the Company.
- Provided that nothing herein should prevent any payment in good faith by the Company:-
- 5.3.1 of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
 - 5.3.2 of interest at a rate not exceeding 6 per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member of the Company;
 - 5.3.3 to any member of its Governing Body of out-of-pocket expenses.
6. The liability of members is limited.

7. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the assets of the Company if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
8. If upon the winding up or dissolution of the Company 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 Company, but shall be given or transferred to some other body or bodies having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members, such body or bodies to be determined by the members of the Company at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other similar body.