

# Companies Act 2014

Form of Constitution of Private Company Limited by Shares

Of

## Riar Ceartais Teoranta

1. The name of the Company is: Riar Ceartais Teoranta.
2. The Company is a private company limited by shares, registered under Part 2 of the Companies Act 2014.
3. The liability of members of the Company is limited.
4. The share capital of the Company is €100.00 divided into 100 ordinary shares of €1.00 each.
5. Definitions, terms, references, etc.
  - 5.1 A reference to “the Company” means Riar Ceartais Teoranta.
  - 5.2 (1) The "Optional Provisions" (as that term is defined by section 54(1) of the Act) (with the exception of sections 43(3), 65, 144(3)(c), 165(1) and 178(2) of the Act) shall apply to the constitution of the Company save to the extent that they are disapplied, modified or supplemented by this constitution. (2) References to periods of time in the Optional Provisions shall not be altered by section 3 of the Act and to that extent the Optional Provisions are hereby modified in their application to the Company.
  - 5.3 Unless otherwise provided in this constitution and in any provision of the Act which applies to the Company:
    - (a) (1) a reference to: the "Act" means the Companies Act 2014 and every statutory modification and re-enactment thereof for the time being in force; (2) a "Director" shall include an alternate director; (3) a "secretary" shall include any joint, assistant or deputy secretary; (4) a member of the Company shall include that member's personal representatives in consequence of his or her death or bankruptcy; and (5) a reference to “AGM” means an Annual General Meeting of the members of the Company, a reference to “EGM” means an Extraordinary General Meeting of the members of the Company, and a reference to a “General Meeting” refers to either an AGM or an EGM.
    - (b) (1) save as provided for in Regulation 5(b), a word or expression used in this constitution which is not otherwise defined and which is also used in the Act shall have the same meaning here, as it has in the Act; and (2) the singular shall include the plural and vice versa.

- 5.4 A reference to the “GDPR” means the General Data Protection Regulation (EU) 2016/679 and every statutory modification and re-enactment thereof for the time being in force.
- 5.5 A reference to a GDPR Representative Action means proceedings taken in accordance with Article 80 of the GDPR.
- 5.6 A reference to a Collective or Class Action means proceedings taken in accordance with Directive (EU) 2020/1828 on representative actions for the protection of the collective interests of consumers, and national legislation transposing that Directive into member state law, and every statutory modification and re-enactment for the time being in force of that Directive, or of such national legislation.
- 5.7 A reference to “Main Objectives” means those in clause 6 of this constitution.
- 5.8 A reference to the “Board” or to the “Board of Directors” refers to the Board of Directors of the Company.

## **Main Objectives**

- 6. The Main Objectives of the Company are,
  - 6.1 To faithfully serve the people it represents, safeguards and protects, to advance and to promote the Main Objectives and to tackle societal issues which affect ordinary people such as unlawful or unfair public or private sector practises or corruption.
  - 6.2 To safeguard and promote peoples’ interests, rights and freedoms; *inter alia*,
    - (a) constitutional rights and freedoms,
    - (b) statutory rights and freedoms,
    - (c) human rights and freedoms granted *inter alia* under the European Convention on Human Rights, and
    - (d) fundamental rights and freedoms granted *inter alia* under the Charter of Fundamental Rights of the European Union.
  - 6.3 To pursue objectives in the public interest that seek to protect other fundamental rights and freedoms under Union law, and which promote the general principles of Union law as established in the Treaty on European Union and the Treaty on the Functioning of the European Union.
  - 6.4 To safeguard and promote data subjects' interests, rights and freedoms with regard to the protection of personal data through *inter alia*,
    - (a) allowing data subjects to mandate the Company to represent them in accordance with Article 80 of the GDPR for the purposes of *inter alia*,

- 1 lodging a complaint under Article 77(1) GDPR on behalf of a data subject and to represent them before supervisory authorities,
  - 2 seeking an effective judicial remedy under Article 78(1) GDPR against a supervisory authority decision concerning a data subject,
  - 3 seeking an effective judicial remedy against a controller or processor under Article 79 GDPR when a data subject considers that his or her rights under the GDPR have been infringed,
  - 4 in accordance with Article 82 GDPR, seeking to recover compensation for a person who has suffered material or non-material damages as a result of an infringement of the GDPR.
- (b) engaging with data controllers on behalf of a person to attempt to resolve data protection concerns affecting that person,
- (c) exercising a data subject's Article 15 to 22 GDPR rights with a data controller when a data subject provides their explicit written authority to do so,
- (d) working with organisations in a constructive and collaborative manner to enhance their compliance with the GDPR and similar legislation.
- 6.5 To safeguard and promote consumer rights and interests through Class Actions and GDPR Representative Actions.
- 6.6 To safeguard and promote Protected Disclosures of wrongdoing by *inter alia*,
- (a) assisting whistleblowers to make Protected Disclosures of wrongdoing,
  - (b) working with organisations to safely, promptly, effectively and satisfactorily manage Protected Disclosures of wrongdoing,
  - (c) taking steps to protect whistleblowers and others from retaliation or retribution arising from the making of a Protected Disclosure of wrongdoing,
  - (d) recovering material and non-material damages for whistleblowers and others who suffer retaliation, retribution or harm arising from the making of Protected Disclosures of wrongdoing,
  - (e) facilitating whistleblowers to make Public Disclosures of wrongdoing in accordance with Article 15 of Directive (EU) 2019/1937, for example, through the publication of Protected Disclosures on the Company's website and other platforms, including its social media platforms, and
  - (f) protecting people affected by wrongdoing through, *inter alia*, taking steps to halt wrongdoing and/or by seeking to recover damages for people arising from the wrongdoing.

- 6.7 To conduct civil and criminal investigations of suspected wrongdoing, and where appropriate and practicable to do so,
- (a) to take legal or other appropriate steps to address wrongdoing;
  - (b) in compliance with the Company's duty, and that of its staff and Directors under section 19 of the Criminal Justice Act 2011 (as amended), to disclose to a member of An Garda Síochána information which might be of material assistance in preventing the commission by any other person of a relevant offence, or in securing the apprehension, prosecution or conviction of any other person for a relevant offence;
  - (c) to submit complaints or Protected Disclosure reports of wrongdoing to national, EU or international bodies, organisations or law enforcement authorities competent to receive, investigate or prosecute such complaints or reports; and
  - (d) to submit complaints or Protected Disclosure reports of wrongdoing to appropriate national, EU or international bodies, organisations or stakeholders with an interest in the wrongdoing such as consumer or advocacy groups, civil servants, ministers, commissioners, members of national parliaments, members of the European Parliament, etc.
- 6.8 The Main Objectives set out herein shall not prevent the Company from advancing or pursuing other supplementary objectives (the "Supplementary Objectives") which a resolution of the Board of Directors, or a special resolution of the members of the Company, determine are in the substantial spirit of the Main Objectives; further,
- (a) for the purposes of this constitution and for the purposes of the day-to-day operations of the Company, Supplementary Objectives shall have equal footing, standing and importance as the Main Objectives, and for all intent and purposes shall be considered to be Main Objectives of the Company;
  - (b) Supplementary Objectives may, at any time, be modified or revoked by a resolution of the Board of Directors, or by a special resolution of the members of the Company; however,
  - (c) the Board of Directors shall not have the authority to modify or revoke Supplementary Objectives approved by a special resolution of the members of the Company.

## **Not for profit**

### 7. Income and Property

- 7.1 The Company shall not pursue profit-making objectives, however it,

- (a) may recover its costs by charging fees, or a reimbursement of expenses, for its activities, so long as this does not pursue profit-making aims;
  - (b) may maintain an operating financial surplus, the size of which is determined at the complete discretion of the Board of Directors as it deems necessary,
    - 1 to ensure that the Company remains solvent and can meet its debts and liabilities as they fall due,
    - 2 to ensure the safe, prudent and sound financial operation of the Company, and
    - 3 to ensure that the Company has sufficient financial reserves available to enable it to pursue its Main Objectives without financial hinderance restricting staff, resourcing, infrastructure, enforcement, etc.
- 7.2 The income and property of the Company shall be applied solely towards the promotion of its Main Objectives. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company.
- 7.3 Payments made to the Company relating to a member of a Class Action, or a member of a GDPR Representative Action, shall only be used to cover legal costs and expenses directly relating to legal proceedings concerning that member, unless,
  - (a) that member provides their freely given, explicit, informed, consent to use a payment from them for another purpose, or
  - (b) that member received a written notification, such as an invoice, which clearly informed them that a payment concerns something other than legal costs and expenses directly relating to proceedings in which they participate; for example, an invoice for reimbursement of a Company expense or for some other Company service or work done which relates to that member.
- 7.4 Providing that it is done in accordance with the law, the Company may enter into litigation funding agreements with third parties. Such third-party litigation funding,
  - (a) must not place the Company at any risk that may affect the Company's solvency, cashflow, ability to meet its debts and liabilities as they fall due, or its ability to effectively advance and pursue its Main Objectives unhindered; and
  - (b) may be used to cover the Company's day to day operational costs relating to the litigation for which the third-party litigation funding was obtained.

- 7.5 The Company is prohibited from soliciting a share or part of any award for damages that it obtained or may obtain for another, however, this will not serve to prohibit,
- (a) the Company from recovering its reasonable costs, outlay or expenses incurred relating to an award for damages, for example, legal costs, staff related costs, other related company expenses or outlay; or serve to prohibit
  - (b) recipients of awards for damages from making unsolicited donations to the Company.
- 7.6 Save as provided for in clause 7.5, the Company can solicit and procure by any lawful means, to accept and to receive any donation of property of any nature and any devise, legacy, annuity, subscription, gift, contribution or fund for the purpose of promoting its Main Objectives, and to apply to such purpose the capital as well as the income of any such legacy, donation, fund, etc., but for the avoidance of doubt, the holding or running of lotteries in any form is prohibited.
- 7.7 Save as provided for at clauses 7.9 and 7.10, Directors appointed to any executive office of the Company shall not be paid a salary, fees, remuneration or other benefit in money or money's worth from the Company exceeding €60,000 in any given financial period.
- 7.8 Save as provided for at clauses 7.9 and 7.10, Non-Executive Directors appointed to the Company shall not be paid a salary, fees, retainer, remuneration or other benefit in money or money's worth from the Company exceeding €5,000 in any given financial period.
- 7.9 The monetary limits in clauses 7.7 and 7.8 may be increased or decreased by a special resolution of the members of the Company, provided that,
- (a) any increase of those limits shall not exceed a value calculated on an annual compound basis pro rata with Ireland's annual rate of inflation for the applicable years, and
  - (b) the Consumer Price Index published by Ireland's Central Statistics Office is used as the annual rate of inflation when calculating an annual increase of those limits from the date of the passing of the resolution approving and adopting this amended constitution.
- 7.10 Nothing shall prevent any payment in good faith by the Company of:
- (a) reasonable and proper remuneration to any servant or member of the Company (not being a Director) for any services rendered to the Company;
  - (b) interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members of the Company to the Company;

- (c) reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company;
- (d) reasonable and proper fees for specialist IT and information security services provided to the Company by a member of the Company (including a Director), or by a company of which a Director of the Company may be a member;
- (e) reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;
- (f) save as provided for in clause 7.10(d), fees, remuneration or other benefit in money or money's worth to any company of which a Director may be a member holding not more than one hundredth part of the issued capital of such company.

### **Financial audits**

8. The Company shall not avail of audit exemptions under section 360 of the Act. Auditors shall be appointed and their duties regulated in accordance with Chapters 18 and 19 of Part 6 of the Act.

### **Allotment, acquisition, transfer and transmission of shares**

9. In line with the Company's not-for-profit ethos, it is prohibited for any shareholder or member of the Company to profit from the Company's shares *inter alia* through the allotment, acquisition, transfer, transmission, exchange, trade or sale of those shares.
10. The overarching reason for granting any person shares in the Company is to encourage likeminded people of integrity who are genuinely passionate about advancing and promoting the Company's Main Objectives, to collaborate and work together as members of the Company, and to vest in those people of integrity the power to use their shareholding and standing as members, to *inter alia* supervise and ensure that the Company and its Directors
  - 10.1 faithfully represent, safeguard and protect the people they serve,
  - 10.2 passionately advance and promote the Company's Main Objectives, and
  - 10.3 effectively tackle significant societal issues which affect ordinary people such as unlawful or unfair public or private sector practises or corruption.
11. In furtherance of the forgoing,
  - 11.1 the creation, allotment or issue of classes of shares other than ordinary shares in the Company is prohibited;
  - 11.2 the Directors and members of the Company shall promptly take all lawful steps to, as fairly, as compassionately and as practicable as possible, remove

any Director, Secretary, shareholder, member of the Company, or member of the Company's staff,

- (a) who is no longer willing or able to advance or promote the Company's Main Objectives,
- (b) who is believed to oppose the Company's Main Objectives *inter alia* due to an undeclared conflict of interest, or
- (c) who is believed to suffer under a concern or issue set out at clauses 12.4 or 23.1.

11.3 Any shareholding held by a person so removed shall be forfeit and distributed or transferred in accordance with clause 13, if and as a General Meeting of the members shall determine by special resolution.

12. Regardless of how a natural or legal person may come to have an opportunity to acquire shares in the Company, before such a person can acquire a shareholding, the prospective shareholder must first sign a shareholders' agreement, or sign a Deed of Adherence to such a shareholders' agreement, which *inter alia*,

12.1 places a duty on the shareholder to advance and to promote the Main Objectives of the Company;

12.2 places a duty on the shareholder to, before acquiring any shares, provide the Company Secretary with a Statutory Declaration,

- (a) declaring the absence or existence of any potential conflict of interest;
- (b) declaring anything in relation to their conduct, character or personal background of any nature that would adversely affect the position of trust and confidence in which they would be placed by virtue of their position a shareholder or member of the Company, or in the alternative,
- (c) declaring that to the best of their knowledge and belief, that there is nothing in relation to their conduct, character or personal background of any nature that would adversely affect the position of trust and confidence in which they would be placed by virtue of their position as a shareholder or member of the Company;

12.3 places a duty on the shareholder to promptly provide the Company Secretary with an amended Statutory Declaration should a change occur relating to any of the concerns identified at clause 12.2;

12.4 provides that a special resolution at a General Meeting of the members of the Company is competent to determine that a shareholder,

- (a) is no longer willing or able to advance or promote the Main Objectives, or
- (b) opposes the Main Objectives, or

- (c) has failed in their duty to advance or to promote the Main Objectives, or
  - (d) has failed in their duty to candidly declare a concern identified at clause 12.2 or 12.3, or
  - (e) suffers under a conflict of interest;
- 12.5 provides that any such special resolution decision of the members of the Company is final and binding;
- 12.6 provides the Company with a Power of Attorney that is exercisable by the Company Secretary to dispose of, or to transfer, the shareholder's shares to such persons, on such terms and conditions and at such times as a resolution of the Company members shall stipulate, if,
  - (a) by a special resolution of the members of the Company, it is determined that a concern set out at clause 12.4 exists; or
  - (b) the member of the Company resigns by serving notice in writing to the Directors of the Company at its registered office; and which
- 12.7 indemnifies the Company, its members, Directors, Secretary, staff, servants and agents from any claim for loss, damages, costs or expense that the shareholder may suffer arising from the loss of their shares.
- 13. The following procedure shall be used to remove, transfer or dispose of a shareholder's shares, or those of a member of the Company;
  - 13.1 in the case of shares being involuntarily removed from a shareholder or member of the Company (including a Director), a General Meeting of the members shall determine by special resolution whether a concern set out at clauses 11.2, 11.3, 12.4 or 23.1 exists, and is of sufficient gravity to warrant the removal of the shares held by the shareholder or member in question;
  - 13.2 if the special resolution referenced at clause 13.1 determines that the shares held by the shareholder or member in question are to be removed from them, either by way of that special resolution, or by way of a subsequent ordinary resolution, the members shall,
    - (a) instruct the Company Secretary to exercise the Power of Attorney granted to the Company by the shareholders' agreement referenced at clause 12.6, to dispose of, or to transfer, the shares in question to such recipient(s), on such terms and conditions and at such times as a resolution shall stipulate, and shall
    - (b) instruct the Directors to register the transfer of those shares to the recipient(s);

- 13.3 in the case of a resigning member or shareholder voluntarily surrendering their shares, a General Meeting of the members shall by way of an ordinary resolution,
- (a) instruct the Company Secretary to exercise the Power of Attorney granted to the Company by the shareholders' agreement referenced at clause 12.6, to dispose of, or to transfer, the shares in question to such recipient(s), on such terms and conditions and at such times as a resolution shall stipulate, and shall
  - (b) instruct the Directors to register the transfer of shares to the recipient(s).
- 13.4 Prior to a vote being taken on the resolution referenced at clause 13.1, any shareholder or member whose shares are being involuntarily removed from them shall be given an opportunity of no longer than one hour to plead their case to the members present at the General Meeting. They shall also be entitled to have one other person attend the General Meeting with them as a friend, advisor or witness, however, that person is not entitled to address or communicate with the Company members during the General Meeting unless that person is themselves a member of the Company.
- 13.5 For the avoidance of doubt, a shareholder or member whose shares are being involuntarily removed from them shall be entitled to vote in the special resolution referenced at clause 13.1, but shall not be entitled to vote in any subsequent resolutions, such as that referenced at clause 13.2, if the members have determined during the special resolution referenced at clause 13.1 that their shares shall be removed from them.
14. The following provisions apply to the allotment of shares (and 'allotment of shares' shall include the issue of shares):
- 14.1 for the purposes of sections 69(1) and (2) of the Act, the allotment of shares of the Company shall be generally authorised;
  - 14.2 for the purposes of section 69(3) of the Act, the general authorisation for the allotment of ordinary shares in the Company is not subject to any stipulation as to a period during which the allotment may occur; and
  - 14.3 the Directors (and for the purposes of section 69(4) of the Act, any committee of the Directors so authorised by the Directors and any person so authorised by the Directors or such committee) may without prejudice to section 158(1) of the Act:
    - (a) allot or issue shares in the Company;
    - (b) exercise the Company's powers under Regulation 8.
- on such terms and subject to such conditions as they think fit. Subject only to the provisions of the Act.

- 14.4 for the purposes of section 69(12)(a)(i) of the Act, section 69(6) of the Act shall not apply generally, to any allotment of shares in the Company.
15. For the purposes of section 96(4) to (10) of the Act, the clause 12 provisions apply to the transmission of shares in the Company in consequence of the death or bankruptcy of a member of the Company.
16. The Directors' power to decline to register a transfer of shares shall not cease to be exercisable on the expiry of two months after the date of delivery to the Company of the instrument of transfer of the shares.
17. The Directors may determine such procedures as they shall think fit in respect to the transmission of shares in the Company held by a body corporate that are transmitted by operation of law in consequence of a merger or division; provided that
- 17.1 authorisation to use those procedures has been granted by an ordinary resolution at a General Meeting of the Company members, and
- 17.2 the clause 12 provisions are satisfied.
18. For the purposes of section 105(4)(a) of the Act, the Company is authorised to acquire its own shares.

#### **Directors and secretaries**

19. The number of Directors, from time to time, shall be not less than one and not more than twelve.
20. No person shall be appointed as a Director of the Company for a term greater than three years.
21. For the purposes of section 144(3) of the Act, a Director shall not be appointed to the Company until they sign a binding written agreement with the Company, which *inter alia*,
- 21.1 places a duty on them to faithfully advance and to promote the Company's Main Objectives;
- 21.2 acknowledges that they have read and understood the provisions of this constitution;
- 21.3 places a duty on them to faithfully uphold the provisions of this constitution;
- 21.4 places a duty on them to, before their appointment as a Director, provide the Company Secretary with a Statutory Declaration,
- (a) declaring any criminal convictions that have been recorded against them in any jurisdiction;
- (b) declaring any criminal prosecutions, successful or not, pending, completed or otherwise that they face, or have faced, in any jurisdiction;

- (c) in the alternative to the foregoing, declaring that they have not faced any criminal prosecutions in any jurisdiction, and have not been, nor do they face being convicted of any criminal offence in any jurisdiction;
  - (d) declaring the absence or existence of any potential conflict of interest;
  - (e) declaring anything in relation to their conduct, character or personal background of any nature that would adversely affect the position of trust and confidence in which they would be placed by virtue of their position as Director, or in the alternative,
  - (f) declaring that to the best of their knowledge and belief, that there is nothing in relation to their conduct, character or personal background of any nature that would adversely affect the position of trust and confidence in which they would be placed by virtue of their position as Director;
- 21.5 places a duty on them to promptly provide the Company Secretary with an amended Statutory Declaration should a change occur relating to any of the concerns identified at clause 21.4;
- 21.6 requires that they immediately vacate their office of Director if a special resolution of the members of the Company determine the existence of a concern identified at clause 23.1; and
- 21.7 provides that such a special resolution decision of the members of the Company is final and binding.
- 22. A person who stands appointed as a Director of the Company,
  - 22.1 shall resign his or her office during a General Meeting preceding the expiry of a three-year term as a Director;
  - 22.2 a Director so resigning may present themselves for re-election for a new term to the office of Director at such a General Meeting; but
  - 22.3 without prejudice to the provisions in clauses 22.1 and 22.2, a Director shall be deemed to vacate that office on the day of the expiry of a three-year term as a Director.
- 23. In addition to the circumstances described in sections 146, 148(2) and 196(2) of the Act, the office of Director shall be vacated
  - 23.1 where a special resolution at a General Meeting of the members of the Company determine that a Director,
    - (a) failed in their duty to faithfully advance or to promote the Main Objectives, or
    - (b) opposes the Main Objectives, or

- (c) failed in their duty to faithfully uphold the provisions of this constitution, or
- (d) failed in their duty to candidly declare a concern identified at clause 21.4 or 21.5, or
- (e) suffers under a conflict of interest, or
- (f) is sentenced to a term of imprisonment (whether or not the term is suspended) following conviction of a criminal offence in any jurisdiction; and

23.2 ipso facto, if a Director

- (a) resigns his or her office by notice in writing to the Company;
- (b) becomes subject to a declaration of restriction under section 819 of the Act and the Directors, at any time during the currency of the declaration, resolve that his or her office be vacated;
- (c) resigns his or her office by spoken declaration at any Board meeting and such resignation is accepted by resolution of that meeting, in which case such resignation shall take effect at the conclusion of such meeting, unless otherwise resolved;
- (d) is adjudicated insolvent or bankrupt or makes any arrangement or compromise with his or her creditors generally (in any jurisdiction);
- (e) is removed from office by notice in writing to the Company: where there is a sole member, by the sole member or where there is more than one member, by any member or members having the right to attend and vote at a general meeting of the Company on a resolution to remove a Director and holding for the time being not less than 75% in nominal value of the shares giving that right; and

23.3 By resolution of the Board of Directors where a Director

- (a) can no longer be reasonably regarded as possessing an adequate decision making capacity by reason of his or her health;
- (b) is sentenced to a term of imprisonment (whether or not the term is suspended) following conviction of a criminal offence in any jurisdiction;
- (c) is for more than six months absent, without the permission of the Directors, from meetings of the Directors held during that period;
- (d) is in full-time employment of the Company or the Company's holding company or a subsidiary of the Company's holding company, upon the termination of such employment;

- 23.4 and a Director so removed, shall have no right to prior notice or to raise any objection to his or her removal from office but any removal (other than one initiated by the Director) shall be without prejudice to any claim for compensation or damages payable as a result of the removal also terminating any contract of service.
24. A Director is expressly permitted (for the purposes of section 228(1)(d) of the Act) to use vehicles, telephones, computers, accommodation and any other Company property where such use is approved by the Board of Directors or by a person so authorised by the Board of Directors or where such use is in accordance with a Director's terms of employment, letter of appointment or other contract or in the course of the discharge of the Director's duties or responsibilities or in the course of the discharge of a Director's employment.
25. Nothing in section 228(1)(e) of the Act shall restrict a Director from entering into any commitment which has been approved by the Board or has been approved pursuant to such authority as may be delegated by the Board in accordance with this constitution. It shall be the duty of each Director to obtain the prior approval of the Board, before entering into any commitment permitted by sections 228(1)(e)(ii) and 228(2) of the Act.
26. When, and only when, a Director is the sole Director of the Company, that Director may vote in respect of any contract, appointment or arrangement in which he or she is interested and shall be counted in the quorum present at the meeting and is hereby released from his or her duty set out in section 228(1)(f) of the Act and that Director may vote on his or her own appointment or arrangement and the terms of it.
27. The Director (the "appointer") may from time to time appoint any person to be an alternate director (the "appointee") and section 165(1) of the Act shall not apply.
28. Where any committee is established by the Directors:
- 28.1 the meetings and proceedings of such committee shall be governed by the provisions of this constitution regulating the meetings and proceedings of the Directors so far as the same are applicable and are not superseded by any regulations imposed upon such committee by the Directors; and
- 28.2 the Directors may authorise, or may authorise such committee to authorise, any person who is not a Director to attend all or any meetings of any such committee on such terms as the Directors or the committee think fit, provided that any such person shall not be entitled to vote at meetings of the committee.
29. The acts of the Board of Directors or of any committee established by the Board of Directors shall be valid notwithstanding any defect which may afterwards be discovered in the appointment or qualification of any Director.

30. The Directors may appoint an assistant company secretary and a deputy company secretary for such term, at such remuneration and upon such conditions as they may think fit; and any such person so appointed may be removed by them.

### **Meetings**

31. All business shall be deemed to be special business that is transacted at an Extraordinary General Meeting.
32. The company shall hold an Annual General Meeting.
33. For the avoidance of doubt, any reference to a General Meeting of the members includes a decision made by a sole member of the Company acting alone when there is no more than one member of the Company.
34. People represented by the Company in pursuit of its Main Objectives may attend the Annual General Meeting as spectators who are not entitled to vote at such meetings.

### **Official seal**

35. The Company may have an official seal for use abroad.

### **Notices and publications**

36. The provisions of section 180(2) and (3) and section 181(3) of the Act shall apply to all notices required or permitted to be given under the Act or this constitution to any member of the Company and not just notices of general meetings.
37. For the purposes of section 338(5) of the Act, the Company's members agree that the documents referred to in section 338(2) of the Act may be treated as having been sent to the Company's members where the Company member can access the documents through a website and that notice of the matters set out in section 338(5)(e) of the Act may be sent to the Company member in accordance with section 218 of the Act.
38. For the purposes of section 218(3)(d) of the Act the use of electronic means to serve or give notice is permitted and each of the members of the Company hereby agree to the use of electronic means in the form of email to serve or give notices in relation to them and further agree to provide the Company with an email address to which notices may be served or given.
39. The provisions contained in section 218(5) of the Act shall apply to the Company.
40. In addition to the means of service of documents set out in section 51 of the Act, a notice or other document may be served on the Company by an officer or member of the Company by email provided, however, that the: Directors have designated an email address for that purpose and notified that email address to its Company members and officers for the express purpose of serving notices on the Company.

### **Directors' Indemnification**

41. Subject to the provisions of and so far as may be permitted by section 235(3) of the Act every director, secretary and other officer of the Company shall be entitled to be indemnified by the Company-against all costs, charges, losses, expenses and liabilities incurred by him or her in the execution and discharge of their duties or in relation thereto including any liability incurred by them in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by them as an officer or employee of the Company and in which judgment is given in their favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part) or in which he or she is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him or her by the Court.

### **Winding Up**

42. If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other non-profit institution or institutions having objectives similar to the Company's Main Objectives. Members of the Company shall select the relevant institution or institutions at or before the time of dissolution. Final accounts will be prepared and submitted that will include a section which identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

I, the person whose name and address and description are subscribed, wish to be formed into a company in pursuance of this constitution, and I agree to take the number of share(s) in the capital of the Company set opposite my name.

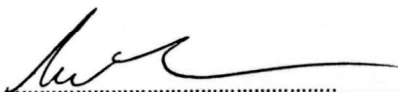
**NAME, ADDRESS AND DESCRIPTION  
OF SUBSCRIBER**

**Number of Shares  
taken by Subscriber**

Colin Larkin

One (1)



Signature: 

Director

---

Total

One (1)

---

Signatures in writing of the above subscribers, attested by witness as provided for below; or authentication in the manner referred to in section 888.

Dated this 23<sup>rd</sup> day of July 2024

WITNESS TO THE ABOVE SIGNATURE AND ADDRESS:

PLEASE PRINT WITNESS DETAILS

Signature: 

Company Setup Secretarial Services Limited  
Address:.....

Coliemore House, Coliemore Road

Dalkey, Co Dublin, A96 A8D5, Ireland

Tel: 00353-1-2848911