



Medisec Ireland Company Limited by Guarantee

Memorandum and Articles of Association
as adopted 27 April 2021

COMPANIES ACT 2014
COMPANY LIMITED BY GUARANTEE
CONSTITUTION
OF
MEDISEC IRELAND COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

- 1 The name of the Company is Medisec Ireland Company Limited by Guarantee.
- 2 The Company is a company limited by guarantee registered under Part 18 of the Companies Act 2014 (the “Act”).
- 3 The objects for which the Company is established are:
 - (A) To act as organiser, manager, insurance intermediary and administrator of a Mutual Representation and Help Scheme, in relation to claims or allegations affecting the professional character or professional interests of certain categories of Medical and Dental Practitioners (as defined in the Articles of Association of the Company) and determined by the Board of Directors from time to time who are engaged in practice in the State with a view to mitigating or preventing losses pecuniary or otherwise sustained or likely to be sustained by virtue of such claims or allegations and, in particular, and without prejudice to the generality of the foregoing, to do all or any of the following things:
 - (i) to arrange by way of mutual help for the giving of advice and legal assistance to any member of the Company (“Member”) or any former Member, or any contributor or former contributor to any scheme operated by or through the Company (“Contributor”), or the personal representatives of any deceased Member or former Member or any deceased Contributor or former Contributor, on any question or matter which affects directly or indirectly the professional character or interests of the Member or former Member, or the Contributor or former Contributor;
 - (ii) to receive, investigate and arrange for the giving of advice and assistance in connection with any claims or allegations affecting the professional interests or character of a Member or former Member of the Company or any Contributor or former Contributor, or the personal representative of any or former Member or of any former Contributor and to arrange for advice and assistance in the conducting of any arbitration or other proceedings in respect thereof and to make arrangements for the giving of advice on any settlement or compromise or payment in respect of any such claim or allegation;
 - (iii) to arrange for or advise on the investigation and handling of any claim or allegation in respect of his professional interests or character made or intimated against such categories of Medical and Dental Practitioners or former Medical and Dental Practitioners determined by the Board of Directors from time to time who are engaged in practice and/or in respect of which the conduct of any such proceedings is considered by the Company to be in its interests and to arrange for the engagement of legally qualified personnel;

- (iv) to provide educational assistance by way of services, lectures, websites, publications or private meetings or visits with or at the practices of, and in each case for, any Members or potential Members or Contributors as shall be considered expedient and in the interests of the Company and its Members or Contributors, which educational assistance (howsoever arising or described) without limitation shall be on best practice Medical and Dental Practitioners in Ireland at that time of such categories of Medical and Dental Practitioners as determined by the Board from time to time, and on risk management of the practices of such Medical and Dental Practitioners;
- (v) to act as organiser, manager, insurance intermediary and administrator of a practice malpractice scheme in relation to claims or allegations affecting practice of certain categories of Medical and Dental Practitioners determined by the Board of Directors from time to time, operating in the State, with a view to mitigating or preventing losses, pecuniary or otherwise sustained or likely to be sustained by such claim or allegation against the practice or any principal, employee, consultant, locum or any other person involved in the running and operation of such practice;
- (vi) to protect, to such extent and on such terms and conditions as may from time to time seem expedient and be within available resources and at the absolute and unfettered discretion of the Company, any Member or former Member of the Company or any Contributor or former Contributor, or the personal representatives of any deceased Member or of any deceased Contributor, against liability, loss or expense arising from actions, proceedings, claims and demands by or against him or them involving a professional principle or affecting the professional character or interests of the Member or former Member or deceased Member or former Member or of the Contributor or former Contributor or the deceased Contributor or former Contributor, whether directly or indirectly including all incidental or consequential losses, damages, costs, charges and expenses but exclusive of fines and penalties;
- (vii) to make any ex gratia payment in relation to such claim or claims, allegation or allegations affecting such categories of Medical and Dental Practitioners as may be determined by the Board of Directors from time to time who are engaged in practice, who are Members of the Company and who are Contributors or otherwise contribute to a scheme operated by or through the Company or who may be entitled to help or help therefrom or his or their personal representatives or in exceptional circumstances without such limitation of entitlement;
- (viii) to collect and receive contributions from Members and/or Contributors operated by or through the Company and where necessary, to arrange for the institution and prosecution of proceedings for the recovery of such contributions;
- (ix) to hold assets of the Company (including any interest, dividends, profits, gains or other assets acquired by the Company) in such form or manner as the Company may determine and to deposit or invest the whole or any part of the funds of the Company in any manner which the Company may determine;

- (x) to consider, promote and support improvements in the law which appear to be conducive to the attainment of the objects of the Company and to resist and oppose any proceedings, applications, alterations in the law or otherwise which (whether directly or indirectly) prejudice or appear to be detriment to the interests of the Company or any of its Members or those eligible to be Members, whether by instituting legal proceedings or otherwise;
- (xi) to arrange insurances or indemnity provisions in respect of any of the assets of the Company or in respect of any liability of the Company or the Members thereof or any Contributors so as to afford indemnity and protection for such Member or Contributor and to pay premiums in respect thereof and to do all things in connection therewith including the recovery of claims and the institution of any legal proceedings in respect thereof and to arrange for the engagement of Solicitors or other appropriately qualified advisers in relation to such matters and further to act as insurance, intermediaries, agents or brokers in relation to the business of the Company generally;
- (xii) to claim and take all necessary steps to secure any reimbursement of any sums paid in procuring or rendering representation or help in any circumstances where such reimbursement may appropriately be claimed;
- (xiii) to engage and obtain advice from Actuaries, Accountants, Insurance Consultants, Solicitors or other professional persons or specialists or consultants in relation to the business of the Company generally and matters affecting the interests of Members of the Company or Contributors or former Contributors;
- (xiv) to exercise any right of subrogation to which the Company may be entitled;
- (xv) to maintain full records and statistics as to all aspects of the business of the Company and its management and administration and to make these available to such body or authority as the Directors may from time to time determine;

AND IT IS HEREBY DECLARED that the objects specified in each of the paragraphs of this sub-clause shall be regarded as independent objects, and accordingly shall be in no wise limited or restricted (except where otherwise expressed in such paragraph) by reference to the objects indicated in any other paragraph, or by the name of the Company, but may be carried out in as full and ample a manner, and construed in as wide a sense, as if each of the said paragraphs defined the objects' of a separate, distinct, and independent company.

- (B) And so far as may be requisite for the purpose of carrying out the objects mentioned in the foregoing sub-clause the Company may exercise all or any of the powers contained in the following paragraphs of this sub-clause:
 - (i) to acquire and assume for any estate or interest and to take options over, construct, develop or exploit any property, real or personal, and rights of any kind and the whole or any part of the undertaking, assets and liabilities of any person and acquire by lease, buy, sell or demise for any term, deal in, mortgage, charge and dispose of any real or personal property and to act and carry on business as a holding company;
 - (ii) to acquire and to carry on any business involving the ownership or possession of land or other immovable property or buildings or structures thereon and to construct, erect, install, enlarge, alter and maintain buildings, plant and machinery;

- (iii) to lend money, and grant or provide credit and financial accommodation to any person and to deposit money with any person subject to any necessary statutory or other approval required by law;
- (iv) to invest money of the Company in any investments and to hold, sell or otherwise deal with such investments, and to carry on the business of a property or investment company;
- (v) to acquire and carry on any business carried on by a subsidiary company of the Company;
- (vi) to enter into any arrangement with any government or authority or person and to obtain from any such government or authority or person any legislation, orders, licences, rights, privileges, franchises and concessions and to carry out exercise and comply with the same; and to seek and obtain any grant, subvention benefit loan or other facility for any government or other authority or body of any and every description or from any person or persons;
- (vii) to borrow and to raise money without limitation and upon such terms as may be determined and to secure or discharge any debt or obligation in any manner and to give guarantees of any kind in respect of any debt or obligation whether affecting the company or any other party and in particular (without prejudice to the generality of the foregoing) by mortgages of or charges upon all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by the creation and issue of securities and to accept from Members and employees only money on deposit and to operate whether in debit or in credit any bank or other account in the name of the Company;
- (viii) to enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, with or without consideration, whether by personal obligation or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such methods or in any other manner, the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of and any premiums, interest, and other moneys payable on or in respect of any securities or liabilities of, any person, including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary company of the Company or otherwise associated with the Company;
- (ix) to enter into partnership or any profit-sharing arrangement with, and co-operate or participate in any way with or to take over or assume any obligation of, or to assist or subsidise, any person;
- (x) to accept, draw, make, create, issue, execute, discount, endorse, negotiate and deal in bills of exchange, promissory notes, and other instruments and securities, whether negotiable or otherwise;
- (xi) to apply for and take out, purchase or otherwise acquire any trade and service marks and names, designs, patents, patent rights, inventions and secret processes and to carry on the business of an inventor, designer or research organisation;

- (xii) to sell, exchange, mortgage, charge, let, grant licence, easements, options, servitudes and other rights over, and in any other manner deal with or dispose of, all or any part of the undertaking, property and assets (present and future) of the Company for any consideration and in particular (without prejudice to the generality of the foregoing) for any securities or for a share of profit or a royalty or other periodical or deferred payment;
- (xiii) to issue and allot securities of the Company for cash or in payment or part-payment for any real or personal property purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount (even if less than the nominal amount of such securities) or for any other purpose;
- (xiv) to establish or promote, or concur or participate in establishing or promoting, any company, fund or trust and to subscribe for, underwrite, purchase or otherwise acquire stocks, shares, or other securities of any other company, fund or trust and to carry on the business of company, fund, trust or business promoters or managers and of underwriters or dealers in stocks, shares, or other securities, and to act as director of and as secretary, manager, registrar or transfer agent for any other company and to act as trustee of any kind and to undertake and execute any trust and any trust business (including the business of acting as trustee under Wills and Settlements and as executor and administrator);
- (xv) to pay all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the company, and to procure the registration or incorporation of the Company in or under the laws of any place outside the State;
- (xvi) to grant or procure the granting of donations gratuities, pensions, annuities, allowances or other benefits, including benefits on death to any directors, officers or employees or former directors, officers or employees of the company or any company which at any time is or was a subsidiary company of the Company or otherwise associated with the Company and to the relations, connections or dependants of any such persons, and to other persons whose service or services have directly or indirectly been of benefit to the Company or whom the Board of Directors of the Company considers have any moral claim on the Company or to their relations, connections or dependants, and to establish or support any funds, trusts, insurances or schemes or any associations, institutions, clubs, schools, building and housing schemes, funds and trusts, and to make payment towards insurances or other arrangements likely to benefit any such persons or otherwise advance the interests of the Company or of its Members, and to subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of the Company or of its Members or for any national, charitable benevolent, educational, medical, healthcare, social, public, general or useful object;
- (xvii) to cease carrying on or to wind up any business or activity of the Company, and to cancel any registration of and to wind up or procure the dissolution of the Company in any State or territory;
- (xviii) to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, insurance brokers, contractors, trustees or otherwise and by or through trustees, agents, insurance brokers, or otherwise and either alone or in conjunction with others;

- (xix) to do all such other things as in the opinion of the Board of Directors of the Company are or may be incidental or conducive to the attainment of the above objects or any of them.

AND provided that each of the objects specified in each of the sub-clauses of this paragraph (B) shall be regarded as independent objects, and accordingly shall be in no way limited or restricted (except where otherwise expressed in such paragraph) by reference to the objects indicated in any other paragraph, or by the name of the Company, but may be carried out in as full and ample a manner, and construed in as wide a sense, as if each of the said paragraphs defined the objects of a separate, distinct, and independent company subject to the initial provisions of this paragraph 3 (B) of the Memorandum of Association of the Company.

PROVIDED ALWAYS that nothing herein contained shall empower the Company to carry on the business of insurance within the meaning of the Insurance Acts 1909 to 2018.

AND it is hereby declared that “company” in this clause, except where used in reference to this Company, shall include any partnership or other body or persons, whether incorporated or not incorporated, and whether formed, incorporated, domiciled or resident in the State or elsewhere, “person” shall include any company as well as any other legal or natural person, “securities” shall include any debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, “and” and “or” shall mean “and/or” where the context so permits, “other” and “otherwise” shall not be construed ejusdem generis where a wider construction is possible, and “the State” means the Republic of Ireland and “he” or “she” shall be deemed to refer to any gender. AND it is hereby further declared that no person dealing with the Company shall be concerned to see or enquire whether the exercise of any of the powers contained in the foregoing sub-clause (B) is requisite for the purpose of carrying out the objects mentioned in the foregoing sub-clause (A) or any of them.

- 4 The income and property of the Company, whencesover or howsoever derived, shall be applied solely towards the promotion of the objects of the Company 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 howsoever by way of profit, to the Members of the Company.

Provided that nothing herein shall prevent any payment permissible under the Act and in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any Member of the Company, in return for any services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding commercial rates reasonably available on money lent, or reasonable and proper rent for premises demised or let by any Member of the Company.

- 5 The liability of the Members is limited.
- 6 Every Member of the Company undertakes to contribute to the assets of the Company, if the Company is wound up while he or she is a Member, or is wound up within one year after the date on which he or she ceases to be a Member, for:

- (1) the payment of the debts and liabilities of the Company contracted before he or she ceases to be a Member, and the costs, charges and expenses of winding up; and
 - (2) the adjustment of the rights of Contributories among themselves,
- such amount as may be required, not exceeding €10.00.
- 7 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all debts and liabilities, any property whatsoever, the same shall be paid to or distributed amongst the Members of the Company at the time of such winding up or dissolution, on an equal basis.

ARTICLES OF ASSOCIATION

The following Articles shall apply to the Company:

1. INTERPRETATION

- (a) Words or expressions contained in these articles (the “**Articles**”) shall, unless the contrary intention appears, bear the same meaning as in the Companies Act 2014 (the “**Act**”) or in any statutory modification thereof in force at the date at which these Articles became binding on the Company.
- (b) In these Articles the following defined terms shall have the following meanings:

Auditors	means the statutory auditors for the time being of the Company;
Board	means the board of Directors of the Company;
Contributor	means a contributor to any scheme operated by or through the Company pursuant to clause 3 of the Memorandum of Association of the Company;
Dental Practitioner	means any dental practitioner registered with the Dental Council of Ireland;
Directors	means the directors for the time being of the Company including, where applicable, any alternate director (who shall be, for the avoidance of doubt, individual natural persons) and “ Director ” means a director for the time being of the Company;
Medical and Dental Practitioners	means any Medical Practitioner and any Dental Practitioner as may be so approved by the Board and “ Medical or Dental Practitioner ” shall be construed accordingly.
Member	means a Member of the Company admitted in accordance with Article 2, and “ membership ” shall be construed accordingly;
Nominations and Remuneration Committee	means the duly constituted committee of the Board established pursuant to these Articles with powers and functions determined by its relevant Terms of Reference, adopted by the Board from time to time to deal with all matters relating to directors and senior management remuneration;
Medical Practitioner	means a medical practitioner who is registered with the Medical Council of Ireland;
Secretary	means any person appointed by the Board to perform the duties of the secretary of the Company.

2. MEMBERS

(a) The number of Members with which the Company proposes to be registered is 2,500 and the Board may from time to time increase the number of Members.

(b) The subscribers to the Constitution and such other persons as the Board shall admit to membership shall be Members of the Company. No person shall be admitted a Member of the Company unless he/she:

- (i) is a Medical Practitioner or a Dental Practitioner;
- (ii) in the opinion of the Board, satisfies such criteria for membership as may be set from time to time by the Board; and
- (iii) is so approved by the Board.

Every person who wishes to become a Member shall deliver to the Company an application for membership in such form as the Board require executed by him.

(c) Subject to Section 1199(7) of the Act, a Member may at any time resign his or her membership from the Company by giving at least ninety clear days written notice to the registered office of the Company (or less if so agreed by the Board). Membership shall not be transferrable and shall cease on death.

(d) The Directors shall have power to terminate the membership of any Member of the Company at the end of any financial year of the Company upon giving to such Member one month's previous notice in writing of the intention to terminate such membership and need not assign any reason for such decision.

(e) Any Member who:

- (i) is adjudged a bankrupt or being a bankrupt has not obtained a certificate of discharge in the relevant jurisdiction;
- (ii) is convicted of an indictable offence other than an offence under the Road Traffic Acts;
- (iii) has his membership terminated by the Board in accordance with Article 2(d) hereof;
- (iv) has his membership terminated by the Board for non-payment of subscription in accordance with Article 3(c) hereof;
- (v) resigns in accordance with Article 2(c) above;
- (vi) ceases to be qualified as eligible for membership in accordance with Article 2(b) above;
- (vii) and if having been a Medical or Dental Practitioner ceases to be such,

shall upon the happening of such event and unless the Board otherwise determine cease to be a Member of the Company and forfeit all rights and interests therein. The provisions of this Article shall not, however, preclude the Board from re-admitting a person to membership at a subsequent time provided such person shall be eligible and not otherwise disqualified from membership at such time nor shall they prejudice the powers and duties of the Directors otherwise arising under these Articles.

3. SUBSCRIPTIONS AND OTHER PAYMENTS OF MEMBERS AND CONTRIBUTORS

- (a) Every Member and Contributor shall pay such annual contribution or other subscription, as the Board may from time to time determine provided that:
- (i) the Board shall in their absolute discretion be entitled at any time or times to determine different rates of subscription for different classes of Members or for such Members whose professional work may fall in different categories as the Board may prescribe and for such periods as may be fixed by the Board and similarly, shall have such discretion in relation to contribution to be paid by Contributors or any class of Contributor;
 - (ii) in lieu of requiring payment of a subscription from Members and/or Contributors of such class or classes or categories as the Board may from time to time determine, the Board may where in its opinion a flat rate subscription is or would be insufficient or injudicious, require payment by such Members and/or Contributors of the premium or premiums on a policy or policies of insurance the terms of which shall be arranged on their behalf by the Board;
 - (iii) in the case of such class or classes of Members and/or Contributors as the Board may prescribe, the date on which any subscription shall be payable shall be such as the Board may determine.
- (b) The Board may in its absolute discretion make a special service charge to individual Members of the Company or Contributors from time to time or at any time for services actually rendered to such Members or Contributors and on a basis approved by the Auditors as being reasonable and upon the giving of such certificate the Member or Members or Contributor(s) affected shall be liable to pay such service charge or charges to the Company.
- (c) Without prejudice to the provisions of Articles 2(d) and 2(e) if any Member makes default on any payment due from him to the Company for such period as the Board may determine as appropriate in the circumstances, after such payment shall have become due, the Board if it so determines, may terminate that person's membership with effect from a date fixed by the Board and notice of such termination shall be provided to the said Member.

4. GENERAL MEETINGS

- (a) The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year and shall specify the meeting as such in the notice convening it, and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next.
- (b) All general meetings other than annual general meetings shall be called extraordinary general meetings.
- (c) The Board may, whenever it thinks fit, convene an extraordinary general meeting and an extraordinary general meeting shall also be convened on such requisition or, in default, may be convened by such requisitions as is provided by the Act. If, at any time, there are not sufficient Directors capable of acting to form a quorum, any Director or any Member may convene an extraordinary general meeting in the same manner as nearly as possible to that in which meetings may be convened by the Directors.

5. NOTICE OF GENERAL MEETINGS

- (a) Subject as provided below and to the Act, an annual general meeting and a meeting called for the passing of a special resolution shall be called by at the least twenty-one days' notice in writing and a meeting of the Company (other than an annual general meeting or a meeting for the passing of a special resolution) shall be called by at least seven days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the matters set out Section 181(5) of the Act, and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons (including the Auditors) as are under the Articles or the Act, entitled to receive such notice from the Company.
- (b) The persons entitled to receive notice of general meetings shall be in accordance with Section 1204 of the Act and for the avoidance of doubt, the Directors and Secretary of the Company shall be entitled to attend and speak at any general meeting of the Company.
- (c) Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article or in the Act, as the case may be, be deemed to have been duly called if so agreed by the Auditors of the Company and by all the Members entitled to attend and vote thereat.
- (d) The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

6. PROCEEDINGS AT GENERAL MEETINGS

- (a) The business of the annual general meeting shall include the consideration of the Company's statutory financial statements and report of the Directors and Auditors thereon, the election and re-election of Directors in place of those retiring, the re-appointment of the retiring Auditors (subject to Sections 380 and 382 to 385 of the Act) and the fixing of the remuneration of the Auditors. The remuneration of Directors shall be determined by the Nominations and Remuneration Committee and Section 1197 of the Act shall be construed accordingly.
- (b) No business, other than the appointment of a Chairman, shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Except as provided in relation to an adjourned meeting 10 Members present in person or by proxy and entitled to vote shall be a quorum for all purposes (and Section 182(2) of the Act shall be construed accordingly).
- (c) If within half an hour of the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved, in any other case it shall stand adjourned to the same day in the next week at the same time and place or be such other day and at such other time and place as the Board may determine. If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the Members present shall be a quorum.
- (d) The Chairman or, failing him, the Deputy-Chairman (if any) shall preside as chairman at every general meeting of the Company. If there is no such Chairman or Deputy-Chairman or if none is present within fifteen minutes after the time appointed for the holding of the meeting or, if present, is unwilling to act as chairman of the meeting, the Directors present shall elect one of their number to be chairman of the meeting.

- (e) If at any meeting no Director is willing to act as chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be chairman of the meeting.
- (f) The chairman of the meeting may with the consent of any meeting at which a quorum is present (and shall, if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business then unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- (g) At any general meeting a resolution put to the vote of the meeting shall be decided upon a show of hands unless, subject to the provisions of the Act, a poll is (before or on the declaration of the result of the show of hands) demanded - (a) by the chairman of the meeting; or (b) by at least three Members present in person or by proxy; or (c) by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting. Unless a poll is so demanded a declaration by the chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
- (h) Except as provided in Article 6(i) if a poll is duly demanded it shall be taken in such manner as the chairman of the meeting directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- (i) A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs, and any business other than upon which a poll has been demanded will be proceeded with at that meeting pending the taking of the poll.
- (j) Where there is an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting, at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.

7. VOTE OF MEMBERS

- (a) Where a matter is being decided (whether on a show of hands or on a poll), every Member present in person and every proxy shall have one vote, but so that no individual Member shall have more than one vote.
- (b) No Member shall be entitled to vote at any general meeting unless all monies immediately payable by him or her to the Company have been paid.
- (c) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

- (d) Votes may be given either in person or by proxy.
- (e) The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or, in the case of a body corporate, either under seal or under the hand of an officer or attorney, duly authorised. A proxy need not be a Member of the Company.
- (f) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within Ireland as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, not less than 48 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
- (g) An instrument appointing a proxy shall be in such form as the Board may from time to time specify (subject to the requirements of the Act).
- (h) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- (i) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, insanity or revocation as aforesaid is received by the Company at the registered office of the Company before the commencement of the meeting or adjourned meeting at which the proxy is used.

8. BORROWING POWERS

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

9. NUMBER OF DIRECTORS

Unless and until the Company in general meeting shall otherwise determine the number of the Directors shall be not less than seven (7) nor more than nine (9).

10. COMPOSITION OF THE BOARD

- (a) The Board Members shall comprise the following:
 - (i) A minimum of three and a maximum of four persons, each of whom at all times during their term as Director, shall be a Medical or Dental Practitioner; and
 - (ii) Such other persons (subject to Article 9) so as to ensure at all times that the majority of the Board comprises persons who are not Medical or Dental Practitioners,

all such appointments being in accordance with Section 144 of the Act and this Article 10.

- (b) When a Director who is not a Medical or Dental Practitioner retires or ceases to hold office for any reason each candidate or person who may become a Director of the Company in lieu of the person so ceasing or having ceased to hold office and being a candidate or replacement candidate for such appointment to the Board of Directors whether by co-option, appointment, election or re-election shall likewise be a person who is not a Medical or Dental Practitioner.
- (c) Each year, one-third of the Directors shall retire and shall, subject to Articles 10(a) and (b), be eligible to be re-elected or replaced.
- (d) At each Annual General Meeting of the Company, one-third of the Directors for the time being shall retire from office, and in the event of any difficulty or dispute as to the identity of retiring Directors, the matter shall be decided by lot. The provisions of Section 1196 of the Act shall apply in respect of the rotation of Directors, provided, however, that Section 1196(5) shall be amended so that any retiring Director shall be eligible for re-election to serve in aggregate 3 terms of 3 years (in addition to any period of not more than 1 year prior to election at an AGM) only, unless otherwise determined by the Board, including pursuant to Article 16 and save for any Director appointed in accordance with Article 17.
- (e) No Director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a Director, by reason only of his having attained any particular age.
- (f) No person shall be appointed as a Director unless they have received all necessary approval from the Central Bank of Ireland to hold such office in the Company.
- (g) No person shall be eligible to be appointed, or continue to act, as a Director of the Company if that person is, in the sole opinion of the Board, (i) conflicted in acting as a Director of the Company because of a prior or existing relationship with any other business or professional organisation, or (ii) a director, officeholder (including but not limited to the President, Vice President, Treasurer or Secretary) or otherwise generally recognised as a senior national representative, or an employee of any regulatory, professional or representative body (howsoever described) of or for, Medical or Dental Practitioners, provided however, that nothing herein is intended to restrict persons referred to in (ii) above who are Council Members of any such bodies and not otherwise officeholders as described above. In the event of any dispute in relation to the interpretation or application of the foregoing provisions of this Article 10(g) the matter shall be determined by the Board in its sole discretion.
- (h) No person proposed to be appointed as a Director pursuant to Article 10(a)(i) above shall be eligible for that appointment, or to continue to so act, unless, being a Medical or Dental Practitioner, they are a Member of the Company.
- (i) Any Member wishing to nominate a candidate for election as director at a general meeting of the Company (otherwise than where recommended by the Directors) must give written notice to that effect to the Company not less than 14 days prior to the general meeting to which the notice relates, is to be held, and Section 144(3) and (4) of the Act shall be construed and applied accordingly.

11. PROCEEDINGS OF DIRECTORS

- (a) The provisions of Section 160 and Section 161 of the Act shall apply to meetings of directors and committees save for Section 160(6), as the quorum for Directors meetings shall be a majority of the members of the Board then appointed, and Section 161(7) does not apply to the Company.
- (b) Without prejudice to the provisions of Sections 158(4) or 160(9) of the Act, the Directors may delegate, subject to such directions and conditions as they think fit, any of their powers to committees; and may also appoint persons (whether or not they be Members of the Company or Directors) to such committees and the Directors may form Joint Committees with any other organisation when it considers it to be in the interests of the Company or of its Members to do so.
- (c) The Directors may appoint representatives to serve on committees constituted by other organisations.
- (d) The Directors or any committee of the Directors (“**Committee**”) authorised by the Directors for the purpose may arrange for assistance in the conduct or defence of any matter or proceedings whether of a strictly legal nature or otherwise concerning or affecting, whether directly or indirectly, the professional character or interests of any Member or any former or deceased Member or any Contributor or any former or deceased Contributor and in dealing with any such claim involving civil liability and involving a party entitled to seek benefit or mutual benefit from or through the Company, the Directors may in their absolute discretion fix and decide or from time to time alter the terms upon which such benefit may be sought.

PROVIDED THAT:

- (i) unless they shall otherwise decide the Directors or such Committee shall be satisfied that the matter originated or the cause of proceedings arose during the period when the person concerned was a Member of the Company or a Contributor or he or his personal representatives were entitled to claim benefit from or through the Company;
 - (ii) the person making the request shall abide absolutely by every decision of the Directors, or any such Committee on the conduct or defence of the matter or proceedings and shall not himself, without prior consent of the Directors or any such Committee, take any steps with reference to such matter or proceedings or to the determination thereof;
 - (iii) such matter or proceedings is not (unless the Directors otherwise determine) at the instance of the regulatory body of the said Member;
 - (iv) in the exercise of their powers under this Article the Directors or such Committee shall at all times have due regard to the available resources and the solvency of the Company and shall not authorise any payment which would render the Company insolvent.
- (e)
- (i) The Directors or any Committee may terminate any indemnity at any time by notice in writing to the Member or the former Member concerned (or if the Member or former Member dies subsequent to the granting of the indemnity, his personal representatives) as the case may be without assigning any reason.

- (ii) Any such indemnity mentioned may be granted or determined either by a resolution of the Directors or any authorised Committee, and the grant of indemnity in every case shall be made only upon such terms and conditions as the Directors or any authorised Committee shall think proper and shall rest only in the absolute discretion of the Directors or any authorised Committee in every case to limit or restrict the grant of an indemnity or to stipulate for payment of the same by instalments or altogether to decline to grant the same or to determine any indemnity so granted.
- (f) The Directors may:
- (i) appoint one or more arbitrators or umpires either from among the Members of the Company or otherwise (but not being a Director or former Director of the Company) for the settlement of professional difficulties and disputes in which any Member of the Company desiring the assistances of the Company may be concerned;
 - (ii) request anyone of its own body that is a Member of the Board of Directors or any Member of the Company to give his professional services or to render any special services for the Company or for any Member.

The Directors may, out of the funds of the Company, pay to any person so appointed or requested such special remuneration as they shall think fit, and any such person or any Member of the Board or of the Company who performs any special services for a Member without being so requested by the Directors shall be entitled to retain for his own benefit any fees or emoluments paid to him by any other person notwithstanding that the other person may have received them in the first instance out of the funds of the Company.

- (g) A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare in writing the nature of his interest at a meeting of the Directors in accordance with section 231 of the Act. A Director shall not be entitled to vote in respect of any such contract or proposed contract in which he is interested and if he shall do so, his vote shall not be counted and he shall not be taken into account in ascertaining whether a quorum is present.
- (h) In the event of any matter arising for consideration by the Board, or Committee thereof, where there is a conflict or perceived conflict of interest for a Director, that Director shall recuse himself from all decisions thereon, and where the Director in question does not recuse himself, the matter of recusing shall be decided by the Board and communicated to the Director in question by the Chairman, which decision by the Board shall be binding on the Director in question who shall then recuse himself from all decisions on the matter, the subject of the said conflict.
- (i) Save and to the extent required by law or by the Memorandum of Association the proceedings of the Directors shall be confidential and all and any papers or other evidence furnished to a Director in his/her capacity as a Director by any Member or former Member or Contributor or former Contributor or the personal representatives of any deceased Member, former Member, Contributor, or former Contributor seeking to avail himself or themselves of the assistance of the Company, or otherwise might arise, shall be treated accordingly.

12. DIRECTORS' TELEPHONE MEETINGS

- (a) A meeting of Directors or of a Committee may take place in accordance with the provisions of Section 161(6) of the Act which provides for Directors to hold such meeting by telephonic, video or other electronic communication.
- (b) At the commencement of the meeting each Director must acknowledge his presence and that he accepts that the conference shall be deemed to be a meeting of the Directors or of a Committee (as the case may be).
- (c) A Director may not cease to take part in the meeting by disconnecting the telephone or other means of communication unless he has previously obtained the express consent of the Chairman of the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he or she has previously obtained the express consent of the Chairman of the meeting to the meeting as aforesaid.
- (d) A minute of the proceedings at such meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chairman of the meeting.

13. VACATION OF OFFICE OF DIRECTORS

The office of a Director shall be vacated (i) upon the happening of any of the events mentioned in Section 148 of the Act save that Section 148(2)(e) shall not apply, (ii) if he retires from office pursuant to these Articles, (iii) if the Director ceases to be approved by the Central Bank of Ireland as required under Article 10(f) and (iv) where so determined by the Chairman, in the event of a Director being absent, without approval, for 2 or more consecutive meetings of the Board.

14. DIRECTOR'S EXPENSES AND USE OF COMPANY PROPERTY

- (a) The Directors may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or Committees of Directors or General Meetings of Members or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties in connection with the business of the Company.
- (b) For the purposes of Section 228(1)(d) of the Act, the reasonable personal use by a Director of any property or other asset of the Company and made available for use by the Director in connection with the business or affairs of the Company shall be permitted, subject to any restrictions imposed by the Company under contract or otherwise.

15. DIRECTOR'S GRATUITIES AND PENSIONS

- (a) The Directors, on behalf of the Company, may exercise all the powers of the Company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not, for any Member of the staff of the Company or any former Member of the staff of the Company or the relations, connections or dependants of any Member or former Member of staff who holds or has held any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or with a predecessor in business of the Company or of any such subsidiary and may contribute to any fund and pay premiums for the purchase or provision of any such benefit. The receipt of any such benefit shall not disqualify any person being a former or retired Member of staff of the Company from being or becoming a Director of the Company.

- (b) The Directors may by resolution exercise any power conferred by the Act to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

16. CHAIRMAN

- (a) The Board shall elect a Director, who is not a Medical or Dental Practitioner as Chairman of their meeting and determine the period for which he is to hold such office, in accordance with paragraph (b) of this Article 16 and such Chairman shall carry out the role and specific functions assigned to him by resolution of the Board.
- (b) A Chairman of the Board appointed under this Article 16 shall be appointed for a term of 3 years and shall be eligible at the Board's election to be reappointed for a second term of 3 years or, for further terms as so determined by the Board (subject always to Article 10(f)) provided, however, that no one shall be appointed Chairman pursuant to this Article 16 unless they have been a Member of the Board for at least 12 months at the date of such proposed election as Chairman.
- (c) The Chairman shall be entitled to a casting vote.
- (d) If at any meeting the Chairman is not present within 10 minutes after the time appointed for holding such meeting, the Board Members present (subject only to a quorum being present) shall be entitled to choose one of their number to be chairman of that meeting.

17. CHIEF EXECUTIVE

- (a) In accordance with Section 159 of the Act, any person appointed as Chief Executive/ Managing Director of the Company may be elected to the Board subject to the Act, the provisions of these Articles and to any applicable regulation.
- (b) For the avoidance of doubt, any Chief Executive elected to the Board shall be a full Member of the Board with all rights, duties and obligations as such, as arise under these Articles and the Act, including for the avoidance of any doubt, with right to attend and vote on all matters to be decided by the Board.
- (c) A Chief Executive elected to the Board shall not be subject to a maximum period of service of 9 years as referred to in Article 11(d) provided, however, that they will be subject to the provisions of these Articles and the Act as regards retirement by rotation (but without prejudice to, and subject to the provisions of, any contract of employment such person may have).

18. SECRETARY

- (d) The duties of the Company Secretary shall be as arise in accordance with Section 226 of the Act.
- (e) In appointing any person to the position of Company Secretary, the Board shall have regard to their obligations in that regard under the Act, in particular, Section 129(4), and without limitation thereto, shall have regard to Section 226(2) of the Act.

19. SEAL

- (a) The Company may have for use abroad an official seal as referred to in Section 44 of the Act.
- (b) The seal shall be used only by the authority of the Directors or of a committee of directors authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

20. NOTICES

The provisions of Section 218 of the Act shall apply to the service of notices by the Company on Members, officers or any persons entitled to receive notices under the Act and the provisions of Section 218(5) of the Act shall apply in respect of notices referred to in Section 218 of the Act, and the use of electronic means to serve or give notices is permissible in accordance with Section 218(3) of the Act.

21. INDEMNITY

Any Director, Managing Director and any other officers of the Company shall be indemnified by the Company out of the assets of the Company in the terms specified in Section 235(3) of the Act. Officer includes any officer referred to in Section 235(8) of the Act.

22. ACCOUNTS & AUDIT

- (a) The Board shall cause adequate accounting records and books of account to be kept in accordance with the Act.
- (b) Adequate accounting records shall not be deemed to be kept if there are not kept such accounting records as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.
- (c) The accounting records shall be kept at the registered office of the Company or subject to Section 282 of the Act, at such other place as the Board may think fit, and in accordance with Section 284, shall at all reasonable times be open to inspection.
- (d) The Board shall from time to time cause to be prepared and laid before the annual general meeting of the Company such income and expenditure accounts, balance sheets and reports as are required by the Act. Copies of such accounts, balance sheets (including every document required by law) and reports of the Board and Auditors shall not less than twenty-one days before the date of the meeting be sent to every person entitled under the provisions of the Act to receive them.

WE, the several persons whose names and addresses are subscribed, wish to be formed into a company in pursuance of this Constitution, and we agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers

Owen O’Sullivan	102 Landscape Park, Churchtown, Dublin 14	Solicitor
Michael Farrell	36 Carrickbrack Hill, Sutton, Dublin 13	Solicitor
Aoife Ni Fhloinn	132 Foxrock Park, Foxrock Dublin 18	Solicitor
Janet Slattery	21 Ardglas, Sandyford Road, Dublin 16	Secretary
Sharon Conway	63 Rathgar Road, Dublin 6	Secretary
Sean Barnicle	30 Nutgrove Park, Clonskeagh, Dublin 14	Solicitor
Frances Reid	2 Rialto Park, South Circular Road, Dublin 8	Receptionist

Witness to the above Signatures:

Name:	Ruth O’Connor
Address:	9 Clare Street, Dublin 2
Dated:	22 April 1994