

No. of Company : 3464207

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM AND ARTICLES OF ASSOCIATION OF
WORLD HEADACHE ALLIANCE**

(Incorporated the 12th day of November 1997)

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION OF
WORLD HEADACHE ALLIANCE**

1. NAME

The name of the organisation ("the Alliance") is World Headache Alliance.

2. REGISTERED OFFICE

The registered office of the Alliance will be situated in England and Wales.

3. OBJECTS AND POWERS

3.1 That the objects for which the Alliance is established are to relieve the suffering of people with headache throughout the world, in particular but not exclusively by sharing information among the headache organizations and by increasing the awareness and understanding of headache as a public health concern and its profound social and economic impact.

3.2. In furtherance of the above objects, and subject to the provisions of Clause 3.3 below, but not further or otherwise, the Alliance shall have the following powers to:

3.2.1 liaise and cooperate with the International Headache Society (IHS) in the pursuit of its objects so long as these are consistent with the objects of the Alliance;

3.2.2 foster relationships between existing headache organizations from around the world;

3.2.3 assist in the development of new headache organizations and provide help to fledgling ones;

3.2.4 collaborate on international education and awareness projects, including but not limited to developing an international awareness week and pursuing world wide web opportunities;

3.2.5 create and maintain information databases regarding the location, activities and personnel involved in all lay headache organizations worldwide to be made available upon request to any person or organization who contacts the Alliance;

3.2.6 act as a central clearinghouse of information regarding all lay headache organizations and the issues surrounding the disorder of headache and its treatment worldwide;

3.2.7 hold a conference for lay people as a parallel track to each International Headache Society Congress;

3.2.8 generate support from major employers and governments for better management and ultimately cure of headache;

3.2.9 cooperate and enter into arrangements with any authorities, national, local or otherwise;

3.2.10 accept subscriptions, donations, devises and bequests of, and purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate, maintain and alter any of the same as are necessary for any of the objects of the Alliance and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate;

3.2.11 issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Alliance in the shape of donations, subscriptions or otherwise;

3.2.12 draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other instruments, and operate bank accounts;

3.2.13 borrow or raise money for the objects of the Alliance on such terms and (with such consents as are required by law) on such security as may be thought fit;

3.2.14 take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Alliance;

3.2.15 invest the money of the Alliance not immediately required for its objects in or on such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as provided below;

3.2.16 make any charitable donation either in cash or in assets for the furtherance of the objects of the Alliance;

3.2.17 establish and support any charitable association or body, and subscribe or guarantee money for charitable purposes calculated to further the objects of the Alliance;

3.2.18 establish a wholly owned subsidiary company or companies through which to advance the objects of the Alliance (or any of them) whether such subsidiary (or any of them) engages in trade or not provided that with regard to any subsidiary that does engage in trade all profits are used in pursuance of one or more of the objects of the Alliance or are covenanted to the Alliance for any one or more of the objects of the Alliance or are otherwise secured to the Alliance on terms which

permit payment free (so far as may be) of Corporation Tax or which permit the subsidiary or the company to recover any such tax so paid;

3.2.19 employ and pay any person or persons to supervise, organize, carry on the work of and advise the Alliance;

3.2.20 insure and arrange insurance cover for and indemnify its officers who are officers of the limited company, provided that the insurers shall not be liable for loss arising from wrongful trading where the company continues to trade in circumstances wherein the trustee (director) knew the company was insolvent or recklessly disregarded whether it was solvent or not and in respect of its trustees provided that the insurers shall not be liable for loss arising from any act or omission which the trustee knew to be a breach of trust or breach of duty or which was committed or omitted by the trustee in reckless disregard of whether it was a breach of trust or breach of duty or not, and arrange any insurance required for contents, land, employer's liability, public liability and vehicle insurance and any other insurance that may become relevant from time to time;

3.2.21 subject to the provisions of Clause 4 of the Memorandum of Association of the Alliance pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Alliance or their dependents;

3.2.22 amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Alliance and prohibit the payment of any dividend or profit to, and the distribution of any of the assets amongst, their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Alliance by this Memorandum of Association;

3.2.23 pay out of the funds of the Alliance the costs, charges and expenses of and incidental to the formation and registration of the Alliance;

3.2.24 establish where necessary local branches (whether autonomous or not);

3.2.25 do all such other lawful things as shall further the above objects or any of them.

3.3 Provided that:

3.3.1 In case the Alliance shall take or hold any property which may be subject to any trusts, the Alliance shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

3.3.2 The objects of the Alliance shall not extend to the regulation of relations between workers and employers or organizations of workers and organizations of employers.

3.3.3 In case the Alliance shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Alliance shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or other governing body of the Alliance shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as if no incorporation had been effected, and the incorporation of the Alliance shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council of Management or governing body, but they shall as regards any such property be subject jointly and

separately to such control or authority as if the Alliance were not incorporated.

4. APPLICATION OF INCOME AND PROPERTY

The income and property of the Alliance shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Alliance, and no member of its Council of Management or governing body shall be appointed to any office of the Alliance paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Alliance, provided that nothing shall prevent a payment in good faith by the Alliance:

4.1. of reasonable and proper remuneration to any member, officer or servant of the Alliance for any services rendered to the Alliance; or

4.2. of interest on money lent by any member of the Alliance or of its Council of Management or governing body at a rate of interest per year not exceeding 2 percent less than the published base lending rate prescribed for the time being by a clearing bank selected by the Council of Management or governing body, or 3 percent, whichever is the greater; or

4.3. of reasonable and proper rent for premises demised or let by any member of the Alliance or of its Council of Management or governing body; or

4.4. of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Council of Management or governing body may be a member holding not more than 1/100th part of the capital of that company; or

4.5. to any member of its Council of Management or governing body of reasonable and proper out-of-pocket expenses.

5. LIMITED LIABILITY

The liability of the members is limited.

6. CONTRIBUTION TO ASSETS OF THE COMPANY

Every member of the Alliance undertakes to contribute to the assets of the Alliance in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Alliance contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding one pound sterling.

7. SURPLUS ASSETS

If upon the winding-up or dissolution of the Alliance there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Alliance but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Alliance and which shall prohibit the

distribution of its or their income and property to an extent at least as great as is imposed on the Alliance under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Alliance at or before the time of dissolution, or, if and so far as effect cannot be given to such provision, then to some other charitable object.

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**ARTICLES OF ASSOCIATION OF WORLD HEADACHE ALLIANCE
("THE ALLIANCE")**

1. DEFINITIONS AND INTERPRETATION

1.1. In these Articles:

"the Act" means the Companies Act 1985;

"the Council" means the Council of Management of the Alliance;

"the Chairman" (unless otherwise stated) means the Chairman of the Council;

"the International Headache Society" means the company limited by guarantee incorporated on 9th November 1994 in England and Wales registered under number 2988368;

"Member" means a member of the Alliance appointed in manner specified in Articles 4 and 5;

"Lay" means not having professional qualifications that would entitle the holder of them to apply for membership directly of the International Headache Society;

"the Seal" means the common seal of the Alliance;

"the Secretary" means the person appointed in accordance with the provisions of Article 18 to perform, inter alia, the duties of the Company Secretary of the Alliance;

"the United Kingdom" means Great Britain and Northern Ireland.

1.2. Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

1.3. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Alliance.

1.4. Words importing one gender shall be construed as importing any other gender, and words importing the singular shall be construed as importing the plural, and vice versa.

2. OBJECTS

The Alliance is established for the objects expressed in the Memorandum of Association.

3. MEMBERS

The subscriber to the Memorandum of Association and such other persons who qualify for membership and who shall be admitted to membership of the Alliance by the Council shall be the Members of the Alliance. Every Member of the Alliance shall either sign a written consent to

become a Member or shall sign the Register of Members on becoming a Member.

4. QUALIFICATION FOR MEMBERSHIP

4.1 Subject to the provisions of Article 5 an organization, incorporated or otherwise, having at least 10 members whose members (or a substantial proportion of them) are Lay and which is concerned with objects demonstrably the same as or similar to those of the Alliance (or any of them) shall qualify for nomination for membership of the Alliance pursuant to the provisions of Article 5 below.

5. NOMINATION OF MEMBERS

5.1. The nomination of any organization, qualifying for membership, shall be made by a Member, in writing, and shall be in the form (if any) specified by any Rules or Bye-laws made pursuant to Article 27 below or, in the absence of such form, the nomination shall be in such form as may be specified from time to time by the Council and shall be lodged with the Secretary.

5.2. As soon as practicable after receiving a nomination for membership in the correct form, the Secretary shall refer the nomination to a sub-committee of the Council established pursuant to Article 17.4 as referred to below (the Membership Sub-Committee) for determination.

5.3. Any nomination for membership under the provisions of this Article 5 shall be approved for membership if a simple majority of the Membership Sub-Committee vote in favour of the nomination. The vote shall be cast by post or at a meeting of the Membership Sub-Committee as soon as practicable following the notification from the Secretary referred to in Article 5.2 above. The Membership Sub-Committee shall act as experts and not arbitrators and their decision shall be final and binding.

5.4. If the Membership Sub-Committee determines to approve an organization for membership of the Alliance the Secretary shall, as soon as practicable after that determination, notify the nominee in writing of that approval and request the nominee to pay within the period of 28 days after the date of the letter of notification the sums payable under the Articles by a Member of the entrance fee and annual membership fee.

5.5. Subject to receipt of payment from the nominee of the amounts referred to in Article 5.4 above, the Secretary shall within 7 days following the expiry of the time referred to in Article 5.4 above enter the nominee's name and the date of the entry in the Register of Members and, upon the name being so entered, the nominee shall be a Member of the Alliance.

6. REGISTER OF MEMBERS

6.1. The Secretary shall establish and maintain a Register of Members of the Alliance, specifying the date each Member became a Member, and the Member's name and address.

6.2. The said Register shall be kept at the registered office of the Alliance or such other place as the Council shall specify by notice in writing to the Members and shall be open for inspection, free of charge, by any Member of the Alliance, at any reasonable hour of a working day.

7. FEES, SUBSCRIPTIONS AND DUES

7.1. A Member of the Alliance shall, upon admission to membership, pay to the Alliance the entrance fee prevailing at that time, as determined by the Council from time to time.

7.2. In addition to any amount payable by the Member under Article 7.1 above, a Member of the Alliance shall pay the full amount of the annual membership fee determined by the Council for that year. Such full amount of the membership fee shall be payable at whatever time during the year the Member becomes a Member of the Alliance.

7.3. The financial year of the Alliance shall end on the thirty-first day of December in each year, or on such other date as shall be determined by the Council from time to time.

7.4. Any change in the amount of the annual membership fee by the Council shall take effect commencing with the first day of the next succeeding financial year of the Alliance.

7.5. The first annual membership fee payable by a Member of the Alliance after approval by the Council of its nomination as a Member shall be payable as specified in Article 5.4, and shall be for the financial year in which nomination of membership is approved.

7.6. Save as provided by Article 7.5, the annual membership fee shall become due and payable in advance on the first day of each of the Alliance's financial years.

8. RESIGNATION OF MEMBERSHIP

8.1. No purported resignation by a Member of the Alliance is effective unless it is carried out strictly in accordance with this Article 8.

8.2. A Member desirous of resigning from membership of the Alliance shall have first paid all amounts payable by and outstanding from such Member to the Alliance in respect of its membership.

8.3. The Member shall give not less than two weeks' notice in writing to the Secretary of its desire to resign and upon the expiration of that period of notice the Member shall, subject to its having complied with Article 8.2 above, cease to be a Member.

8.4. A Member in arrears with the annual membership fee for a period of more than two years will be deemed to have resigned from the Alliance.

8.5. No Member who has resigned or is deemed to have resigned as a Member shall be eligible for re-admission as a Member until all arrears of annual membership fees and other moneys (if any) due from that Member at the date of resignation shall have been paid, whether or not the Alliance's right of recovery with regard thereto is statute barred.

9. CESSATION OF MEMBERSHIP

9.1. A person ceases to be a Member if:

9.1.1 it ceases to exist in the legal form in which it was admitted, or

9.1.2 it is in arrears with the annual membership fee in the circumstances referred to in Article 8.4 above, or

9.1.3 it resigns from membership, or

9.1.4 it is expelled from the Alliance pursuant to the provisions of Article 10, or

9.1.5 an encumbrancer takes possession of or a receiver or administrative receiver is appointed over any of the property or assets of it, or

9.1.6 it makes any voluntary arrangement with its creditors or becomes subject to an administration order, or

9.1.7 it is declared bankrupt or insolvent or goes into liquidation (except for the purposes of solvent amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by the Memorandum and Articles of Association of the Alliance).

9.2. Where a Member ceases to be a Member pursuant to Article 9.1, the Secretary shall make an appropriate entry in the Register of Members recording the reason and date on which that Member ceased to be a Member.

9.3 The cessation of membership of a Member (whether under this Article 9 or Article 10 below) shall not relieve that Member of any liability under Clause 5 of the Memorandum of Association, or Article 7 of these Articles of Association, but such Member shall not be liable for any other payments to, or on behalf of, the Alliance.

10. DISCIPLINING OF MEMBERS

10.1. Where the Council is of the opinion that there are reasonable grounds for considering a Member:

10.1.1 may have persistently refused or neglected to comply with a provision or provisions of these Articles, or

10.1.2 may have wilfully acted in a manner prejudicial to the interests of the Alliance, or

10.1.3 may not have qualified *ab initio* for membership of the Alliance having regard to the matters contained or referred to in Article 4 above, or, having regard thereto, has since ceased to qualify for membership of the Alliance,

the Council may give that Member written notice of those matters that concern the Council, and which it considers may involve breaches of these Articles, or conduct by that Member prejudicial to the interests of the Alliance, or otherwise, and such notice shall describe such matters in summary form but in sufficient detail for the Member reasonably to understand the case that Member has to meet and shall specify the time and place of the hearing referred to in Article 10.2 below, and may afford the Member an opportunity of appearing before the Council at such time and place as the Council shall decide to deal with the matters set out in the written notice.

10.2. At that time, the Council may, in its absolute discretion, permit or refuse the Member permission:

10.2.1 to be represented, and/or

10.2.2 to call any witnesses (other than that Member),

provided that the Council shall however consider any written statement from any other person submitted by the Member which is pertinent to the matters under consideration.

10.3. If the Council shall find any breach of these Articles proved, or find that the Member has been guilty of conduct prejudicial to the Alliance, or that a Member did not qualify for, or has since ceased to qualify for, membership of the Alliance, the Council may in its absolute discretion:

10.3.1 expel the Member from the Alliance, or

10.3.2 suspend the Member from membership of the Alliance for a specified period,

provided that, if the Council is satisfied that the Member did not qualify for or has since ceased to qualify for membership of the Alliance, that Member shall be expelled from the Alliance.

10.4. Where the Council resolves to exercise its power under Article 10.3 above the Secretary shall, within 7 days after that decision, by notice in writing inform the Member of the fact.

11. GENERAL MEETINGS

11.1. The Alliance shall in each year hold an Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Alliance and that of the next. Provided that so long as the Alliance holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Council shall appoint. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

11.2. The Council may, whenever it thinks fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition or, in default, may be convened by such requisitions, as provided by Section 368 of the Act.

12. NOTICE OF GENERAL MEETINGS

12.1. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty-one days' notice in writing at the least, and a meeting of the Alliance other than an Annual General Meeting or a meeting for the passing of a special resolution shall be called by fourteen days' notice in writing at the least. 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 place, the day and the hour of meeting and, in the case of special business, the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Alliance in general meeting to such persons as are, under these Articles, entitled to receive such notices from the Alliance.

12.2. Provided that a meeting of the Alliance shall, notwithstanding that it is called by shorter notice than that specified in this Article 12, be deemed to have been duly called if it is so agreed:

12.2.1 in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and

12.2.2 in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 95 percent of the total voting rights of all the Members.

12.3. 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 at that meeting.

13. PROCEEDINGS AT GENERAL MEETINGS

13.1. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Council and auditors, and the appointment and the fixing of the remuneration of the auditors.

13.2. No business shall be transacted at any General Meeting unless a quorum of Members is present, in the person(s) of one or more duly authorized representatives or by proxy, at the time when the meeting proceeds to business; save as herein otherwise provided, six Members present in person or by proxy shall be a quorum provided that of those present lay persons must be able to cast a majority of the votes. If within half an hour from 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 to such other day and at such other time and place as the Council may determine.

13.3. The Chairman shall preside as chairman at every General Meeting of the Alliance, or, if there is no such person, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the members of the Council present shall elect one of their number to be chairman of the meeting.

13.4. If at any meeting no member of the Council is willing to act as chairman or if no member of the Council 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.

13.5. 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 left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty 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.

13.6. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

13.6.1 by the chairman of the meeting; or

13.6.2 by at least two Members present in person or by proxy; or

13.6.3 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 be so demanded a declaration by the chairman of the meeting 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 Alliance shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

13.7. The demand for a poll may be withdrawn.

13.8. Except as provided in Article 13.10 below, 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.

13.9. In the case of 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.

13.10. A poll demanded on the election of a chairman of the meeting, 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 that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

13.11. Subject to the provisions of the Act a resolution in writing signed by all the Members from time to time entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorized representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Alliance duly convened and held.

14. VOTES OF MEMBERS

14.1. Each Member organization (incorporated or otherwise) shall be entitled to the following votes:

number of registered members in organization	number of votes
10 to 100	1
101 to 1,000	2
1,001 to 10,000	3
10,001 and above	4

In each case, to determine the number of votes to which a Member is entitled, evidence of registered memberships shall, if demanded, be exhibited by the Member to the Membership Sub-Committee, which Sub-Committee shall in assessing such evidence act as experts and not arbitrators and whose decision shall be final and binding.

14.2. A Member shall cast votes by a person duly authorized to vote on its behalf. Any question as to the entitlement of the person to vote shall be resolved by that person producing the original resolution of the committee or governing body of the Member authorizing the appointment of the person to vote on its behalf.

14.3. No Member shall be entitled to vote at any General Meeting unless all monies presently payable by it to the Alliance have been paid.

14.4. On a poll, votes may be given either personally or by proxy.

14.5. The instrument appointing a proxy shall be in writing under the hand of a duly authorized representative of the appointor, or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorized. A proxy shall be a Member of the Alliance.

14.6. The instrument appointing a proxy shall be deposited at the registered office of the Alliance, or at such other place within the United Kingdom 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 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

14.7. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit, and a proxy appointed in this manner shall be at liberty to vote as he thinks fit:

"World Headache Alliance

I/We _____ of _____ [address]
being a Member/Members of the above named Alliance
hereby appoint _____ of _____
or failing him _____ of _____
as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as
the case may be) General Meeting of the Alliance to be held on the _____ day of _____ 19____
, and at any adjournment thereof.

Signed this _____ day of _____ 19____ ."

14.8. Where, in the alternative, it is desired to afford Members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

"World Headache Alliance

I/We _____ of _____ [address]
being a Member/Members of the above named Alliance
hereby appoint _____ of _____
or failing him _____ of _____
as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as
the case may be) General Meeting of the Alliance to be held on the _____ day of _____ 19____
, and at any adjournment thereof.

Signed this _____ day of _____ 19____ .

Resolution number 1: *for *against
Resolution number 2: *for *against.

*NB: Strike out whichever is not required. Otherwise the proxy will vote in favour of the resolution."

14.9. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

14.10. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous cessation to exist of the principal, or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such cessation to exist or revocation as aforesaid shall have been received by the Alliance at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

15. THE COUNCIL OF MANAGEMENT

The maximum number of the members of the Council shall be determined by the Council but unless and until so fixed shall be nine and the minimum number of members of the Council shall be three.

16. BORROWING POWERS

The Council may exercise all the powers of the Alliance 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 Alliance or of any third party, subject to such consents as may be required by law.

17. POWERS AND DUTIES OF THE COUNCIL

17.1. The business of the Alliance shall be managed by the Council, who:

17.1.1 may pay all expenses incurred in promoting and registering the Alliance, and may exercise all such powers of the Alliance as are not, by the Act or by these Articles, required to be exercised by the Alliance in General Meeting, subject nevertheless to the provisions of the Act or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Alliance in General Meeting; but no regulation made by the Alliance in General Meeting shall invalidate any prior act of the Council which would have been valid if that regulation had not been made, and

17.1.2 in the exercise of the aforesaid powers and in the management of the business of the Alliance, the members of the Council shall always be mindful that they are charity trustees within the definition of Section 97 of the Charities Act 1993 as the persons having the general control and management of the administration of a charity.

17.2. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Alliance, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Council shall from time to time by resolution determine.

17.3. The Council shall cause minutes to be made and kept in books provided for the purpose:

17.3.1 of all appointments of officers made by the Council;

17.3.2 of the names of the members of the Council present at each meeting of the Council and of

any sub-committee of the Council;

17.3.3 of all resolutions and proceedings at all meetings of the Alliance, and of the Council and of sub-committees of the Council;

17.3.4 of all sub-committees established by the Council and of all appointments of chairmen and members of sub-committees; and of all changes in the composition of constituted sub-committees.

17.4. The Council shall establish a Membership Sub-Committee and shall have power to establish one or more other sub-committees, which sub-committees shall advise the Council with regard to particular aspects of the business or functions of the Alliance; the establishment of a sub-committee and the activities and procedures of each such sub-committee shall be regulated as follows:

17.4.1 A sub-committee shall be established by resolution of the Council, and its name, function and proposed chairman shall be specified in such resolution, a certified copy of which shall be delivered to the proposed chairman of the sub-committee.

17.4.2 Each sub-committee shall have a chairman who shall be a Council member; its remaining personnel shall be such persons as may be appointed by the chairman of the sub-committee to be members of the sub-committee, but appointees shall be limited to Council members, or members of Members, or such other persons who, in the opinion of the Council, are persons with appropriate qualifications or skills and who are, in the opinion of the Council, likely to be able to make a material contribution to the work of the sub-committee, all of whom agree to act as sub-committee members. If the chairman of a sub-committee wishes to appoint any person who is not an existing Council member or member of a Member then he shall be entitled to appoint such person and such person shall be entitled to serve on the sub-committee until the next Council meeting when his appointment shall be confirmed or rejected by the Council. If any funds are allocated to a sub-committee such funds shall only be disbursed by the chairman of the sub-committee.

17.4.3 The first meeting of a sub-committee shall be convened upon the requisition of the chairman following his acceptance of office, and shall be held at such time and place as the chairman shall appoint; the chairman shall invite the nominated sub-committee members to accept office and attend the first meeting and, save as herein otherwise provided, the members of the sub-committee shall accordingly be those nominated for membership by the chairman of the sub-committee in accordance with Article 17.4.2 above and who in writing accept the nomination (whether they attend the first meeting or not) or who, not having expressly accepted the nomination, nevertheless attend the first meeting and shall accordingly be deemed to have accepted the nomination.

17.4.4 No business shall be transacted at any sub-committee meeting unless a quorum of sub-committee members is present; such number as represents a simple majority of all the members of the sub-committee shall be a quorum provided always that this includes the chairman. If within one hour from the time appointed for the meeting a quorum is not present, the meeting shall be dissolved. Subsequent sub-committee meetings shall be convened by agreement at a sub-committee meeting and/or on the requisition of the chairman.

17.4.5 It shall be the responsibility of the chairman of a sub-committee to maintain records relating to the sub-committee, corresponding with those referred to in Clause 17.3 above but as if the reference therein to "the Council" referred to the sub-committee of which he is the chairman.

17.4.6 Subject to the foregoing, and to any special directions laid down by the Council from time

to time, the members of a sub-committee may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

17.4.7 If the chairman of a sub-committee shall cease to be a member of the Council for any reason he shall also cease forthwith to be chairman of the sub-committee; if it has not already done so, the Council shall promptly appoint a new chairman of the relevant sub-committee.

18. CONSTITUTION AND MEMBERSHIP OF THE COUNCIL

18.1 The first members of the Council shall hold office until the conclusion of the Annual General Meeting of the Alliance to be held in the calendar year 1999 notwithstanding the provisions of Article 18.3 below

18.2. As and from the Annual General Meeting referred to above (and whether or not the Council is so constituted as at the date of adoption of these Articles) the Council shall consist of a maximum of nine people as follows:

18.2.1 a Chairman who shall be appointed by the International Headache Society pursuant to Article 18.3 below

18.2.2 three non-Lay members in total being the Chairman (in the event he is a non-Lay member) or (in the event he is a Lay member) one non-Lay person appointed by him and two others appointed by Members pursuant to Article 18.3 below following nomination in accordance with Article 18.4 below; and

18.2.3 up to six Lay members to be appointed by Members pursuant to Article 18.3 below following nomination in accordance with Article 18.4 below;

all of whom shall be elected in accordance with the provisions of Articles 18.3 to 18.7 and shall perform and exercise their duties and powers of office in furtherance of the objects of the Alliance rather than in the interests of any Member organisation to which they may belong .

18.3. Elections to the Council shall take place in the case of the Chairman at the meeting of the Council of the International Headache Society which immediately precedes the Annual General Meeting of the Alliance and in the case of all other members, and the Chairman if the International Headache Society have not elected such person and notified the Council of the Alliance of the election in writing beforehand, at the Annual General Meeting itself.

18.3.1 Subject to the following provisions of this Article 18, each member of the Council shall hold office for a period of approximately two years defined by the date of the Annual General Meeting of the Alliance at which he first took office and the date of the second Annual General Meeting of the Alliance following his appointment or any shorter period as may be required by the provisions of Articles 18.11 or 18.12 below ("Period of Office"). Each Annual General Meeting of the Alliance that coincides with the end of a Period of Office shall hereafter be called a "Relevant Annual General Meeting".

18.4. Each Member shall be entitled to nominate any Lay or non-Lay person who is a member of a Member of the Alliance to be a Lay or non-Lay member (as the case may be) of the Council. Such nomination shall be made by notice in writing to the Secretary of the Alliance not less than 14 days before the date of the Relevant Annual General Meeting, together with a resolution of the governing body of the Member approving the nomination and a written consent from the person proposed to be appointed to the Council.

18.5. If insufficient nominations are received to fill all vacancies on the Council, or the candidates nominated are not elected, any vacant positions remaining on the Council shall be deemed to be casual vacancies.

18.6. Subject to the following provisions of this Article 18.6 each member of the Council shall be eligible for re-election at any Relevant Annual General Meeting but in no event shall any member of the Council be entitled to serve for more than three consecutive Periods of Office provided always that there shall be no restriction (subject only to due re-election) on the number of Periods of Office which may be served by:

18.6.1 the Chairman;

18.6.2 the Secretary appointed pursuant to Article 18.8 below;

18.6.3 the Treasurer appointed pursuant to Article 18.8 below;

18.6.4 chairmen of any sub-committees of the Council.

18.7. A member of the Council who has served for three consecutive Periods of Office shall be eligible for re-election at any Relevant Annual General Meeting following the Relevant Annual General Meeting at which he retires (whether automatically or otherwise).

18.8. The Council shall appoint from amongst their members two persons to the offices of Secretary and Treasurer.

18.9. The Council may from time to time by a majority decision increase or reduce the number of members of the Council and, accordingly, increase or reduce the number of Lay members, provided always that the number of non-Lay members may not be increased beyond three and the total number of Lay members and casual vacancies therefor may not be reduced below three.

18.10. The Council may by a majority decision remove from office any Lay member of the Council before the expiration of his Period of Office notwithstanding anything in these Articles or in any agreement between the Alliance and such member of the Council.

18.11. The Council may by a majority decision appoint any person who is a member of a Member to be a member of the Council either to fill a casual vacancy or as an addition to the existing members of the Council from time to time, always provided that the total number of members of the Council and the numbers of non-Lay and Lay members shall not at any time exceed any maximum numbers in total or of non-Lay or Lay members fixed in accordance with these Articles. Any member of the Council so appointed shall hold office only until the next Annual General Meeting at which the then current members of the Council shall retire, and shall then be eligible for re-election.

18.12. The Alliance in General Meeting may appoint any Lay person who is a member of a Member in place of a Lay member of the Council removed from office under Article 18.10 above. Without prejudice to the powers of the Council under Article 18.11 above, and subject to the maxima referred to therein, the Alliance in General Meeting may appoint any person who is a member of a Member to be a member of the Council either to fill a casual vacancy or as an additional member of the Council. Any member of the Council appointed under the provisions of this Article 18.12 shall hold office only until the next Annual General Meeting at which the then current members of the Council shall retire, and shall then be eligible for re-election.

19. DISQUALIFICATION OF MEMBERS OF THE COUNCIL

19.1. The office of member of the Council shall be vacated if the member:

19.1.1 becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or

19.1.2 resigns his office by notice in writing to the Alliance; or

19.1.3 resigns as a director of the Company by notice in writing to the Alliance or is removed as a director pursuant to Section 303 of the Act; or pursuant to article 18.10 above; or

19.1.4 is directly or indirectly involved in any activity that would discredit the Alliance or bring the reputation of the Alliance into disrepute; or

19.1.5 is directly or indirectly interested in any contract with the Alliance and fails to declare the nature of his interest in manner required by Section 317 of the Act.

19.2. A member of the Council shall not vote in respect of any contract in which he or any Member of which he is a member is interested or any matter arising thereout, and if he does so vote his vote shall not be counted.

20. PROCEEDINGS OF THE COUNCIL

20.1. The Council may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote. Two members of the Council may, and the Secretary on the requisition of two members of the Council shall, at any time summon a meeting of the Council.

20.2. The quorum necessary for the transaction of the business of the Council may be fixed by the Council, and unless so fixed shall be two, provided always that there shall be at least one Lay member and one non-Lay member.

20.3. The continuing members of the Council may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Alliance as the necessary quorum of members of the Council, the continuing members or member of the Council may act for the purpose of increasing the number of members of the Council to that number, or of summoning a General Meeting of the Alliance, but for no other purpose.

20.4. The Chairman of the Council shall preside as chairman of meetings of the Council but, if he is not present within five minutes after the time appointed for holding the same, the members of the Council present may choose one of their number to be chairman of the meeting.

20.5. All acts done by any meeting of the Council or of a sub-committee of the Council, or by any person acting as a member of the Council or sub-committee, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member of the Council or sub-committee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Council.

20.6. A resolution in writing, signed by all the members of the Council from time to time entitled to receive notice of a meeting of the Council, shall be as valid and effectual as if it had been passed at a meeting of the Council duly convened and held.

21. SECRETARY

21.1. A provision of the Act or these Articles requiring or authorizing a thing to be done by or to a member of the Council and the Secretary shall not be satisfied by its being done by or to the same person acting both as member of the Council and as, or in place of, the Secretary.

22. THE SEAL

22.1. The Council shall provide for the safe custody of the seal, which shall only be used by the authority of the Council or of a sub-committee of the Council authorized by the Council in that behalf, and every instrument to which the seal shall be affixed shall be signed by a member of the Council and shall be countersigned by the Secretary or by a second member of the Council or by some other person appointed by the Council for the purpose.

23. ACCOUNTS

23.1. The Council shall cause accounting records to be kept in accordance with the provisions of the Act.

23.2. The accounting records shall be kept at the registered office of the Alliance or, subject to the provisions of the Act, at such other place or places as the Council thinks fit, and shall always be open to the inspection of the officers of the Alliance.

23.3. The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Alliance or any of them shall be open to the inspection of Members (not being members of the Council) provided always that no Member (not being a member of the Council) shall have any right of inspecting any account or book or document of the Alliance except as conferred by statute or authorized by the Council or by the Alliance in General Meeting.

23.4. The Council shall from time to time in accordance with the provisions of the Act cause to be prepared and to be laid before the Alliance in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those provisions.

23.5. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Alliance in General Meeting, together with a copy of the auditor's report, and Council's report, shall not less than twenty-one days before the date of the meeting be sent to every Member of, and every holder of debentures of, the Alliance, provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Alliance is not aware or to more than one of the joint holders of any debentures.

24. AUDIT

Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

25. NOTICES

25.1. A notice may be given by the Alliance to any Member either by delivering it at or sending it by post to the Member's last known address (whether or not within the United Kingdom) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected at the expiration of 72 hours after the letter containing the same is posted, provided always that air mail shall be used to send notices to Members resident outside the United Kingdom.

25.2 Without prejudice to the provisions of Article 25.1 above, the Company may give notice to a member by electronic means provided that:-

25.2.1 the member has given his consent in writing to receiving notice communicated by electronic means and in such consent has set out an address to which the notice shall be sent by electronic means; and

25.2.2 the electronic means used by the Company enables the member concerned to read the text of the notice.

25.3 A notice given to a member personally or in a form permitted by Article 25.2 above shall be deemed to be given on the earlier of the day on which it is delivered personally and the day on which it was dispatched by electronic means, as the case may be.

25.4 In Articles 25.2 and 25.3 above "electronic" means actuated by electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy and "by electronic means" means by any manner only capable of being so actuated.

25.5 Notice of every General Meeting shall be given in any manner hereinbefore authorized to:

25.5.1 every Member;

25.5.2 the auditor from time to time of the Alliance; and

25.5.3 each member of the Council.

25.6 No other person shall be entitled to receive notices of General Meetings.

26. DISSOLUTION

Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Alliance shall have effect as if the provisions thereof were repeated in these Articles.

27. RULES OR BYE-LAWS

27.1. The Council may from time to time make such Rules or Bye-Laws as it may deem necessary or expedient or convenient for the proper conduct and management of the Alliance and for the purposes of prescribing classes of and conditions of membership and, in particular, but without prejudice to the generality of the foregoing, it may by such Rules or Bye-Laws regulate:

27.1.1 the admission and classification of Members of the Alliance, and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated, and the entrance fees, subscriptions and other fees or payments to be made by Members;

27.1.2 the conduct of Members of the Alliance in relation to one another and to the Alliance's servants;

27.1.3 the setting aside of the whole or any part or parts of the Alliance's premises at any particular time or times or for any particular purpose or purposes;

27.1.4 the procedure at General Meetings and meetings of the Council and sub-committees of the Council in so far as such procedure is not regulated by these presents;

27.1.5 and, generally, all such matters as are commonly the subject matter of Alliance rules.

27.2. The Alliance in General Meeting shall have power to alter or repeal the Rules or Bye-Laws and to make additions thereto and the Council shall adopt such means as they deem sufficient to bring to the notice of Members of the Alliance all such Rules or Bye-Laws, which, so long as they shall be in force, shall be binding on all Members of the Alliance provided, nevertheless, that no Rule or Bye-Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Alliance.

28. INDEMNITY

In the execution of his duties and the exercise of his rights in relation to the affairs of the Alliance (and without prejudice to any indemnity to which he may otherwise be entitled) every member of the Council shall be entitled to be indemnified out of the assets of the Alliance against any costs, losses, claims, actions or other liabilities suffered or incurred by him and arising by reason of any improper investment made by or for the Alliance in good faith (so long as he shall have sought professional advice before making or procuring the making of such investment) or by reason of any negligence or fraud of any agent engaged or employed by him in good faith (provided that reasonable supervision shall have been exercised) notwithstanding the fact that the engagement or employment of such agent was strictly not necessary or by reason of any mistake or omission made in good faith by him or by reason of any other matter or thing other than deliberate fraud, wrongdoing or wrongful omission on the part of the member of the Council who is sought to be made liable. This clause shall only have effect insofar as it is not avoided by any provision of the Act.