



# International Iron Metallics Association Limited

Company Registration No: 07437869

## ARTICLES OF ASSOCIATION

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## DEFINITIONS

In these Articles of Association, unless the context requires otherwise, "Articles" shall mean the Articles of Association of International Iron Metallics Association Ltd.

- "Alternate Delegate" shall mean the person appointed for the purposes referred to in Article 3.4.2
- "bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- "Board" means the persons appointed in accordance with Article 5;
- "Chairman" has the meaning given in Article 5.2.4;
- "Code of Conduct" means the code of conduct included as Appendix 1 to these Articles as revised for the time being and from time to time;
- "Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to International Iron Metallics Association Ltd.;
- "Co-opted Director" has the meaning given in Article 5.2.2.
- "delegate" means the person, being either a Primary Delegate or an Alternate Delegate, designated to cast a Member's vote;
- "Director" means a director of International Iron Metallics Association Ltd. and includes any person occupying the position of director, by whatever name called;
- "document" includes, unless otherwise specified, any document sent or supplied in electronic form;
- "Elected Director" has the meaning given in Article 5.2.1.
- "electronic form" has the meaning given in section 1168 of the Companies Act 2006;
- "Fellow" has the meaning given in Article 4;
- "Member" has the meaning given in Article 3;
- "ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;
- "Plenary Meetings" means the meetings referred to in Article 8.1;
- "Primary Delegate" shall mean the person appointed for the purposes referred to in Article 3.4.1
- "Proxy Notice" has the meaning given in Article 7.7.1;
- "Secretary General" means the person referred to in Article 6;
- "special resolution" has the meaning given in section 283 of the Companies Act 2006;
- "Trustee" shall mean the holder of all the issued share capital in International Iron Metallics Association Ltd.;
- "Vice Chairmen" shall have the meaning given in Article 5.2.4;
- "writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

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

## ARTICLE 1: NAME AND STRUCTURE

The name of this organisation shall be International Iron Metallics Association Limited to be known as International Iron Metallics Association and hereinafter referred to as "IIMA." It shall be incorporated in England in accordance with the Companies Act 2006 as a not-for-profit company, limited by shares and shall be governed by English law.

It shall have one share with a face value of £1 and that share shall be held by the Trustee on behalf of all the Members for the time being and from time to time. The Trustee shall exercise its rights and obligations as shareholder in IIMA in accordance with a declaration of trust entered or to be entered into by the Trustee who shall be entitled to act and shall act on the advice of the Secretary General for the time being and from time to time (and without the need for the Trustee to make further enquiry in relation to such advice) as to the identity, rights (including voting rights), wishes and directions of all the Members on whose behalf the Trustee holds the said share.

The registered address of IIMA shall be Grenville Court, Britwell Road, Burnham SL1 8DF, United Kingdom. The business and postal address may be different to the registered address. The membership, business and accounting year shall be January 1<sup>st</sup> to December 31<sup>st</sup>. The operating currency of IIMA shall be the United States dollar.

## ARTICLE 2: PURPOSE

A guiding principle for IIMA shall be as follows: to carry out any and all lawful activities in connection with or incidental to the accomplishment of the purposes below without pecuniary profit to IIMA or any Member.

The purpose of IIMA shall be to:

- a) promote the use of ore-based metallics as value-adding raw materials for the iron and steel and ferrous casting industries;
- b) represent the collective interests of Members in international industry, trade, and regulatory forums;
- c) collect and provide statistical and other industry information, commercially sensitive or proprietary information always excluded;
- d) provide a forum for co-operation and exchange of ideas and information on scientific and technical matters related to the ore-based metallics industries.

The information so collected may be distributed to government agencies, public or private organisations or individuals if doing so is deemed to be in the interests of IIMA or is required by law.

Neither IIMA nor any Member may engage in any activity that contravenes the anti-trust, cartel or restrictive trade practices legislation applicable in the country in which IIMA is registered or operates or in any other applicable jurisdiction.

The Trustee and IIMA shall maintain strict neutrality and objectivity towards all Members. Information concerning any Member or information disclosed to Trustee or IIMA in confidence shall not be disclosed to any other party unless authorised in writing by the Member concerned.

## ARTICLE 3: MEMBERSHIP

### 3.1 Membership

Members shall be organisations, companies and individuals involved in producing, selling, distributing, transporting and using ore-based metallics, as well as all organisations, companies and individuals supplying technology, proprietary/specialised equipment, raw materials for producing ore-based metallics, consultancy services, etc.

Member categories are defined as follows:

- a) **Producer** – companies that manufacture ore-based metallics for sale to third parties, including parties within their own corporate group
- b) **Trader** – companies that regularly buy, sell and/or distribute ore-based metallics for steel production and/or ferrous casting
- c) **Associate** – companies that are associated with, but not directly involved in the ore-based metallics trade, such as providers of technology, proprietary or specialized equipment, raw materials, freight and logistics services, consultancy services, etc.

Companies, organisations, or individuals may apply to become Members of IIMA by submitting to the Secretary General an application in a form approved by the Board. Such application shall include a clear statement that the prospective Member agrees to be bound by these Articles and the Code of Conduct.

Prospective Members must fulfil the criteria for one of the above membership categories in order to be considered for membership. No prospective Member satisfying such criteria shall be refused membership unless the Board in its reasonable opinion considers that there is reason to believe that such organisation, company or individual would cause

damage to the reputation or integrity of IIMA. In considering membership applications from prospective Members, the Board reserves the right to ask for references. In the event that the Board reaches a decision that a prospective Member should be refused membership, such decision shall be final.

In the absence of manifest error, a certificate in writing from the Secretary General confirming the approval of the Board as to the current Members shall be conclusive as to the accuracy of its terms and accordingly any person who relies on it may do so without further enquiry.

### **3.2 Member Responsibilities**

Members shall subscribe to membership for full membership years (or for the balance of the current year in case of a Member joining part way through a membership year) and shall have a binding obligation to pay membership fees. Members who fail to pay membership fees or make suitable arrangements to do so by 31 March of the membership year in question (or within three months of the date of the membership fee invoice in the case of a Member joining part way through a membership year) may at the sole discretion of the Board be suspended from membership of IIMA.

Members wishing to resign their membership in IIMA shall do so by the provision of not less than three months written notice prior to the start of the next membership year. In the absence of such notice, a Member shall be deemed to have renewed its membership for the following membership year. Membership in IIMA shall be non-transferable except that a Member may transfer its membership to another entity within the same corporate group as the Member with the written consent of the Secretary General which shall not be unreasonably withheld.

Members undertake to support IIMA in order to enable it to fulfill its objectives in an appropriate manner.

### **3.3 Member Delegates**

Each Member shall appoint one Primary Delegate and one Alternate Delegate to represent its interests and undertake its obligations with respect to IIMA. All delegates must be contactable by e-mail. It is expected that the Primary Delegate and/or the Alternate Delegate will attend General Meetings and Plenary Meetings. Members shall immediately notify IIMA of any changes of delegate and/or their contact information.

### **3.4 Delegates Duties**

#### **3.4.1 Primary Delegate**

The obligations of a Primary Delegate are to represent the interests of the Member in IIMA activities and to act in the best interests of IIMA as a whole. Accomplishing this may involve: attending meetings either in person or electronically, disseminating information provided by IIMA to Members, responding to requests from IIMA for information about the Member and participating in IIMA decision making processes. The Primary Delegate is authorised to vote on any IIMA matter on behalf of the Member concerned.

#### **3.4.2 Alternate Delegate**

The duty of an Alternate Delegate is to represent the Member in the absence of the Primary Delegate. An Alternate Delegate is authorised to vote on IIMA matters only in the absence of the Primary Delegate.

### **3.5 Removal of Delegates**

Delegates may be removed from the position of delegate at any time by the Member. If a delegate fails to perform his/her duties as specified above and does not rectify such failure within a reasonable period of time, IIMA may request that the Member replaces the delegate in question.

### **3.6 Use of Contact and Personal Information**

From time to time it may be necessary to use or provide Member contact information for IIMA-related purposes. Therefore, unless denied in writing by the Member, permission is hereby granted to IIMA to use said Member's name and contact information in IIMA's website, publications and presentations.

Information received from Members about IIMA and its officers or delegates may sometimes be needed to perform IIMA functions. With the submission of information to IIMA, the Member hereby grants IIMA permission to use said information as it relates to IIMA activities.

Personal information of IIMA Members, their officers, or delegates will not be released outside the organisation for any other purpose without the delegate's permission.

### **3.7 Membership Fees**

Membership fees shall be set annually by the Board as part of the annual budget process. Membership fees shall be advised to Members as soon as approved. Membership fees for new Members joining during the course of a membership year shall be pro-rated on a monthly basis for the balance of the year in question.

Membership fees shall be invoiced to Members at the beginning of each membership year, or on joining in the case of new Members, such invoices being payable in full and net of all bank charges on receipt. IIMA shall have the right to levy an interest charge of 4% above the United States Dollar LIBOR rate as quoted in the Financial Times on the date of the invoice where, in the opinion of the Secretary General, payment of an invoice is seriously overdue.

### **3.8 Exclusion of Members**

The Secretary General may recommend to the Board that a certain Member be excluded from membership, in particular, but not limited to when such Member infringes these Articles and has not rectified such infringement within 30 days of receipt of written notice thereof. Such recommendation shall be accompanied by precise reasons.

If such recommendation is confirmed by the Board, the Member concerned shall be so notified, such notification to include precise reasons, and shall have the right either to accept the decision of the Board or to submit a written protest within four weeks of receipt of such notification.

In the event of such protest being submitted, it, together with copies of all relevant documents, shall be referred to a General Meeting for a decision by the Members. The Member concerned shall have the right to present its case at such meeting, but, shall not be entitled to vote on the matter and its presence shall not be counted for the purposes of establishing whether or not the required 75% majority exists.

### **3.9 Resigned and Excluded Members**

Members who have resigned or been excluded from membership shall have no claim on the funds or assets of IIMA and no such claims shall be considered. Resignation or exclusion shall not release any Member from obligations incurred during its membership.

An excluded Member shall not normally be permitted to reapply for membership within a period of three years following exclusion.

Membership shall cease automatically in the event of dissolution or bankruptcy of a Member.

## **ARTICLE 4: FELLOWS**

An honorary affiliation category ("**Fellow**") exists for those individuals whose careers have furthered the development and growth of the ore-based metalics industry. A Fellow shall not be a Member and shall not be entitled to vote at General Meetings.

## ARTICLE 5: BOARD OF DIRECTORS

### 5.1 Board of Directors (“the Board”)

The Board shall consist of nine Directors elected by the Trustee. Membership of the Board should in principle reflect the proportions of the different categories of Members of IIMA for the time being and from time to time.

### 5.2 Election of Board Members (“Directors”)

#### 5.2.1 Nominations

Prior to each Annual General Meeting a Nominations Committee of the Board shall provide a slate of Directors for the expiring terms. The slate will be submitted to the Trustee and the Members 30 days prior to the Annual General Meeting. At the Annual General Meeting, the Trustee shall elect Directors to serve for their respective terms of office (Elected Directors). Nominees must be directly affiliated with a Member and shall normally be the Primary or Alternate Delegate of such Member. Only one representative of a particular Member can serve as a Director at any one time.

#### 5.2.2 Co-options

Notwithstanding the provisions of Article 5.1, the Elected Directors shall be entitled to co-opt one or two additional Directors from inside or outside the membership (Co-opted Directors) where such Co-opted Directors would through their experience, knowledge and expertise contribute positively to the functioning of the Board.

#### 5.2.3 Term of Office

The term of office for an Elected Director shall normally be up to three years. At each Annual General Meeting two Elected Directors shall retire, but may offer themselves for re-election for a new term. The Elected Directors shall decide among themselves the order in which they shall either retire or stand for re-election. In default of agreement, a decision shall be made by the Chairman who shall in reaching a decision utilise the principle of fairness. Elected Directors shall not normally serve more than two consecutive terms of office.

Co-opted Directors shall normally be appointed for annual terms of office which may be renewed at the discretion of the Elected Directors.

#### 5.2.4 Chairman and Vice Chairman

The Board shall have a Chairman and one Vice Chairmen who shall be elected from the ranks of serving Elected Directors for three year terms of office by the Trustee at the Annual General Meeting.

#### 5.2.5 Resignation from Office

In the event that a Director wishes to resign from office before the end of his/her term of office, he/she may do so subject to giving a minimum of two months' prior written notice to the Chairman.

#### 5.2.6 Vacancies

A vacancy on the Board caused by the resignation of an Elected Director may be filled by appointment of the Board for the remainder of the term of the resigning Elected Director, subject to the ratification of the Trustee at the next Annual General Meeting. A vacancy on the Board caused by the resignation of a Co-opted Director may be filled by appointment of the Board in accordance with Article 5.2.2.

### 5.3 Duties of Board

The Board shall be responsible for the overall performance of IIMA in achieving its objectives in accordance with Article 2 hereof. In so doing it shall give direction to the Secretary General on IIMA's general strategy. The Board shall also be responsible for approval of the annual budget, setting financial policy, overseeing the audit process, setting governance procedures for operation of IIMA's bank accounts and ensuring that the Code of Conduct is up to date. The Board shall be involved in matters relating to membership of IIMA as specified herein. In furtherance of the execution of its duties hereunder the Board may establish subcommittees of Directors in order to address particular matters; such as auditing, finance, strategy, policy and operations.

### **5.3.1 Board Meetings**

The Board shall normally meet quarterly, or as called by the Chairman, or by three Directors to discuss any pending business. The quorum for taking decisions at Board Meetings shall be seven where there are 10 or 11 Directors and five where there are eight or nine Directors.

Meetings may be conducted in person or via electronic means (e.g. telephone conference or via the Internet). The Board, including the chairman of the meeting, shall vote by simple majority of those present or represented. In the event of a tie, a second ballot shall be cast. In the event of a tie on the second ballot, the chairman of the meeting shall cast the deciding vote.

The Chairman shall preside at Board meetings, deputised for in case of need by the Vice Chairman. In case neither the Chairman nor the Vice Chairman is present within a reasonable delay, those Directors present shall elect one of their number to chair the meeting in question.

The Directors shall ensure that minutes of each meeting are taken and recorded and in particular that a written record of each Board decision is kept for at least ten years from the date on which such decision is recorded.

### **5.3.2 Budget and Surplus**

The Board shall approve an operating budget, to be submitted annually by the Secretary General, which when approved shall be made available to the Trustee and to Members. The budget shall include a contingency of \$10,000 to cover unbudgeted expenses which are considered by the Secretary General as necessary for the achievement of IIMA's objectives. The Board shall approve any unbudgeted expenditure in excess of such contingency.

In the event that there is any surplus of income over expenditure resulting from the activities of IIMA, such surplus shall be used exclusively for the achievement of the purposes set out in Article 2 of these Articles and shall not be distributed to the Members.

### **5.3.3 Removal from Office**

5.3.3.1 The Board shall have the power to remove a Director from office for continued or frequent non-performance of his/her obligations hereunder and/or for any malfeasance or misfeasance in office.

5.3.3.2 A person shall cease to be a Director as soon as:

- a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
- b) a registered medical practitioner who is treating that person gives a written opinion to IIMA stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- c) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- d) the effectiveness of resignation by a Director in accordance with Article 5.2.3 hereof, or
- e) a Director ceases to be an employee of his/her Member company.

#### **5.4 Honorary President**

On retirement as Director, the Chairman unless removed from office pursuant to 5.3.3 hereinabove, shall hold the title of President until the retirement of his successor. The role of President shall be honorary, but the President shall be available to advise and assist his successor as may be reasonably requested from time to time.

### **ARTICLE 6: SECRETARY GENERAL**

Day to day management of IIMA shall be entrusted to the Secretary General who shall be appointed by and responsible (through the Chairman or in the absence of the Chairman the Vice Chairman) to the Board. The terms and conditions of the appointment and the responsibilities of the Secretary General shall be defined in a service agreement to be entered into by IIMA and the Secretary General. The Secretary General shall act as Secretary to the Board and shall take and prepare minutes of Board meetings in accordance with Article 5.3.1.

### **ARTICLE 7: GENERAL MEETINGS**

#### **7.1 Annual General Meeting**

The Annual General Meeting of IIMA shall be held once per year, normally in September or October, immediately prior to the fall Plenary Meeting. Notice of the time and place of said meeting and the agenda for the business to be transacted will be given to the Trustee and all Members and other involved parties (e.g., auditor, legal counsel, etc.) at least 30 calendar days in advance unless all Members agree to a shorter period of notice.

The Trustee, Directors, delegates and other Member representatives shall be entitled to speak at Annual General Meetings. In addition, the chairman of the meeting may at his/her sole discretion permit other persons who are not Members of IIMA to attend and speak.

Delegates and Member representatives may be present in person or via electronic means (e.g. telephone conference or the Internet). Members may appoint a proxy to represent them at the Annual General Meeting, such proxy to be appointed in accordance with Article 7.7 hereof.

#### **7.2 General Meeting**

General Meetings (not being the Annual General Meeting) may be called on the demand of the Board or by the Trustee following a request for such meeting by a minimum of 25% of Members. Such a General Meeting can be held in person or electronically. Notice of such a General Meeting conducted electronically and the business to be transacted must be given to the Trustee and all Members at least five calendar days in advance unless all Members agree to a shorter period of notice. If such a General Meeting will be held in person, notice must be given at least 21 calendar days in advance unless all Members agree to a shorter period of notice. Only business for which such a General Meeting was called may be transacted. Members may appoint a proxy to represent them at such a General Meeting, such proxy to be appointed in accordance with Article 7.7 hereof.

The Trustee, Directors, delegates and other Member representatives shall be entitled to speak at General Meetings. In addition, the chairman of the meeting may at his/her sole discretion permit other persons who are not Members of IIMA to attend and speak.

Delegates and Member representatives may be present in person or via electronic means (e.g. telephone conference or the Internet). Members may appoint a proxy to represent them at a General Meeting, such proxy to be appointed in accordance with Article 7.7 hereof.

#### **7.3 Chairman of Annual General and General Meetings**

Annual General and General Meetings shall be presided over by the Chairman or in his absence the Vice Chairman. In the event that neither the Chairman nor the Vice Chairman is present, the members present or represented shall appoint one of their number to chair the meeting in question which shall be the first order of business.

#### **7.4 Voting Rights and Procedures**

##### **7.4.1. Voting Rights**

Members shall each be entitled to cast one vote at Annual General Meetings or General Meetings of IIMA.

##### **7.4.2 Voting Procedures**

Votes shall be cast by a show of hands unless a poll is duly demanded. A poll on a resolution may be demanded:

- a) in advance of the General Meeting at which such resolution is to be put to the vote, or
- b) either before a show of hands on such resolution or immediately after a show of hands on such resolution if such show of hands is considered to be inconclusive.

A poll may be demanded by the person chairing the meeting, the Directors or a person or persons representing not less than 10% of all Members. Polls must be taken immediately and in such manner as the person chairing the meeting shall at his/her sole discretion direct.

#### **7.5 Quorum**

At any Annual General or General Meeting of which notice as aforesaid has been given, those present shall be entitled to take decisions if a quorum of at least two thirds of the eligible votes of all Members is present or represented. If such quorum is not present within 30 minutes of the scheduled start time the first time a meeting is called, then a second meeting shall be called no sooner than six weeks later at which the total votes present and represented shall be taken to represent the total votes for the purposes of presence of a quorum. No business may be transacted at an adjourned Annual General or General Meeting which could not properly have been transacted at the meeting if the adjournment had not taken place. The Trustee must be present or represented for an Annual General Meeting or General Meeting to be quorate.

Subject to being quorate, the Annual General or General Meeting shall take decisions by simple majority of the votes cast with the following exceptions:

- a) approval of changes to the Articles shall require a majority of 75% of the votes cast;
- b) a decision to dissolve IIMA shall require a 75% majority of the votes cast;
- c) a decision to exclude a Member from membership shall require a 75% majority of the votes cast.

In case of need, the chairman of the meeting shall have a casting vote. An eligible Member shall not be eligible to vote if payment of its membership fee is more than 90 days in arrears.

The Trustee shall, as sole shareholder in IIMA, pass any such resolutions as are required to give effect to any approvals, changes or decisions made under this Article 7.5.

#### **7.6 Exclusive Rights of Members, acting through the Trustee**

The Annual General Meeting and a General Meeting shall have full powers and rights to conduct IIMA's business and shall have exclusive rights to decide on the following:

- a) approval and acceptance of the annual accounts and auditor's report;
- b) discharge of Directors from liability for the previous year;
- c) election of Directors;
- d) election of the Chairman and Vice Chairmen
- e) changes to the Articles of Association;
- f) dissolution of IIMA, and

g) any matter reserved by law for the decision of the shareholders.

## **7.7 Proxies**

### **7.7.1 Proxy Notices**

Appointment of proxies shall be valid only if notice is given in writing ("Proxy Notice") and:

- a) states the name and address of the Member appointing the proxy ("the Appointer");
- b) identifies the person appointed to be that Member's proxy ("the Proxy") and the meeting in relation to which that person is appointed;
- c) is signed by or on behalf of the Appointer or is authenticated in such manner as the Directors may determine, and
- d) is delivered to IIMA in accordance with these Articles and any instructions contained in the notice of the meeting to which they relate.

IIMA may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.

Proxy Notices may specify how the Proxy is to vote (or that the Proxy is to abstain from voting) on one or more resolutions. Unless a Proxy Notice indicates otherwise, it shall:

- a) allow the Proxy discretion as to how to vote on any ancillary or procedural resolutions put to the Annual General or General Meeting, and
- b) appoint the Proxy in relation to any adjournment of the Annual General or General Meeting to which it relates as well as the meeting itself.

### **7.7.2 General**

A delegate who is entitled to attend, speak or vote (either on a show of hands or on a poll) at an Annual General or General Meeting remains so entitled in respect of that meeting or any adjournment of it, even if a valid Proxy Notice has been delivered to IIMA by or on behalf of such delegate.

An appointment under a Proxy Notice may be revoked by written notice to IIMA by or on behalf of the Appointer. A notice revoking a proxy appointment shall take effect only if it is delivered before the start of the Annual General or General Meeting or adjourned meeting to which it relates.

## **7.8 Amendments to Resolutions**

### **7.8.1 Ordinary Resolutions**

An ordinary resolution to be proposed at an Annual General or General Meeting may be amended by ordinary resolution if:

- a) notice of the proposed amendment is given to IIMA in writing by a person entitled to vote at the Annual General or General Meeting at which it is to be proposed no later than 48 hours before such meeting is scheduled to start or such later time as the chairman of the meeting may at his sole discretion determine, and
- b) the proposed amendment does not in the reasonable opinion of the chairman of the meeting materially alter the scope of the resolution.

### **7.8.2 Special Resolutions**

A special resolution to be proposed at an Annual General or General Meeting may be amended by ordinary resolution if:

- a) the chairman of the meeting proposes the amendment at the Annual General or General Meeting at which the resolution is to be proposed, and

- b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

### **7.8.3 Errors**

If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error shall not invalidate the vote on such resolution.

### **7.9 Trustee**

The Trustee, being the sole shareholder in IIMA, shall have the exclusive right to pass all ordinary and special resolutions at IIMA's Annual General Meeting and any General Meeting. The Trustee shall, however, always act in the general interests of the Members and implement any decisions or resolutions that have been made or approved by the requisite majority of Members.

## **ARTICLE 8: PLENARY MEETINGS**

### **8.1 Timing and Scope**

Plenary Meetings shall be held at least twice each year in the spring and fall. Such meetings shall be open to the Trustee, all Members and invited guests and shall comprise plenary sessions which may include market reports, briefings, presentations by internal and external speakers, panel discussions, field trips and any other relevant activity.

### **8.2 Guests**

#### **8.2.1 Invitation of Guests**

Members may propose the invitation of guests to Plenary Meetings to the Secretary General who will, if appropriate, make such invitations, referring to the Board for guidance in case of need. A guest fee may be charged at the discretion of the Secretary General. The criteria for invitation of guests shall be:

- a) the proposed guest is a potential future Member of IIMA;
- b) the proposed guest will make a valuable contribution to the meeting, for example as a speaker, participant in a panel discussion or contributor to discussions on matters of then current interest to Members;
- c) the proposed guest is a significant consumer of ore-based metallics, or
- d) the proposed guest is actively involved in the activities of IIMA, for example as a member of a committee or working group.

#### **8.2.2 Limitation of invitations**

Any guest attending a plenary meeting pursuant to item a) of 8.2.1 hereinabove shall be entitled to attend a maximum of two plenary meetings without becoming a member. If such guest then chooses not to become a member, it shall not be allowed to attend another plenary session as guest for a period of two years following the last plenary session attended, subject again to the maximum of two plenary meetings.

#### **8.2.3 Resigned Members**

A resigned Member shall not be allowed to attend a plenary meeting as guest for a period of two years following resignation. Following such period of two years, such resigned member shall be considered as a potential future member for the purposes of 8.2.1 hereinabove.

#### **8.2.4 Excluded Members**

An excluded member shall not be allowed to attend a plenary meeting in any capacity for a period of three years following exclusion. Following such period of three years, such excluded member shall be considered as a potential future member for the purposes of 8.2.1 hereinabove.

### **8.3 Attendance**

Attendance by Members at Plenary Meetings shall normally be included in the annual membership fee. Members shall be entitled to a number of attendees as follows:

- a) Producers (capacity >3 million tonnes/year): up to 6 attendees
- b) Producers (capacity >1 up to 3 million tonnes/year): up to four attendees
- c) Producers (capacity <1 million tonnes/year): up to three attendees
- d) Traders and Associates: up to three attendees
- e) Fellows: themselves.

In the event that Members wish to send more than the above numbers of attendees, they may do so upon payment of an additional fee, such fee to be determined per additional attendee by the Secretary General on a meeting by meeting basis according to costs.

Member attendees shall be entitled to bring one accompanying person, for example his or her spouse, to the social functions of all IIMA-sponsored meetings.

The Chairman, the Vice Chairman or other duly authorised person shall preside at Plenary Meetings.

## **ARTICLE 9: COMMITTEES AND WORKING GROUPS**

Committees and working groups are an important mechanism for IIMA to achieve its objectives and shall be established as needed. They may comprise representatives all membership categories. External experts or consultants may be co-opted in case of need. The chairmen of committees and working groups shall be appointed by and report to the Board. Co-option of external experts or consultants and associated costs shall be subject to approval by the Secretary General who shall also ensure that no member or co-optee has a conflict of interest. No person shall normally be chairman of more than one committee or working group.

The Board, advised by the Secretary General, shall set the terms of reference and modus operandi of each committee or working group.

Minutes of each committee or working group meeting shall be kept by a person nominated by each committee or working group and circulated to the Members once approved and signed by the respective chairmen.

Once a committee or working group has completed its task it shall issue a report for circulation to Members. In the case of a standing committee, it shall issue regular reports of its activities to Members.

## **ARTICLE 10: CODE OF CONDUCT**

### **10.1 Acceptance of Gifts**

IIMA Directors, the Secretary General and Member personnel appointed to committees, working groups or positions where they represent IIMA, may not accept from or give gifts or hospitality (including transportation and accommodation) to any company or organisation and/or individual unless explicit consent is granted by the Board. The Board shall take such decisions in line with applicable anti-bribery legislation.

### **10.2 Anti-trust Guidance**

IIMA's Competition and Antitrust Law Compliance Policy shall provide guidance for compliance with the anti-trust and competition laws applicable in Europe, the USA and other jurisdictions. Such Competition and Antitrust Law Compliance Policy is included as Appendix 1 to these Articles and shall be considered as an integral part thereof. In the event that revisions are made thereto, such revisions shall be incorporated in Appendix 1 hereof.

In order to ensure compliance with the relevant anti-trust and competition laws, IIMA's legal counsel shall attend all Plenary Meetings, Annual and General Meetings, meetings of the Board of Directors and where appropriate, i.e. when sensitive anti-trust and competition law issues may be raised, meetings of IIMA's committees.

## ARTICLE 11: LIABILITY and INDEMNITY

No Trustee, Member, Director, the Secretary General or the Administration Manager shall have any personal liability for or on account of any liabilities or obligations of IIMA or any liability or obligation which any of them have entered into on behalf of IIMA or any of its Members, provided that in doing so they have acted honestly, in good faith and within their authority. In the event that anyone attempts to make the Trustee, a Member, Director, the Secretary General or the Administration Manager of IIMA liable on account of his/her work on behalf of IIMA or any of its Members, IIMA shall hold such person or persons free of such liability and indemnify him/her or them against such liability. In the event that the financial resources of IIMA are insufficient to satisfy such indemnity, then such person or persons shall be held free and indemnified by all Members, jointly and severally, up to an amount equal to their annual membership fee. In the event that one or more Members is/are obligated to satisfy the indemnification provisions hereof, such Member[s] shall be entitled to contributions from the other Members in reimbursement of their share thereof.

## ARTICLE 12: DISSOLUTION OF IIMA

In the event of dissolution, all outstanding liabilities of IIMA shall first be discharged. Assets remaining after discharge of all liabilities shall be donated to a charitable organisation selected by the Board. Members shall be promptly notified of the final disbursement of funds and shall be provided with a copy of the closing accounts of IIMA.

## ARTICLE 13: SHARES

### 13.1 All shares to be fully paid up

No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to IIMA in consideration for its issue. This does not apply to shares taken on the formation of IIMA by the subscribers to IIMA's memorandum.

### 13.2 Share certificates

IIMA must issue the Trustee, free of charge, with a certificate in respect of the share which the Trustee holds. The certificate must specify: (a) in respect of how many shares it is issued; (b) the nominal value of the share; (c) that the share is fully paid; and (d) any distinguishing numbers assigned to them.

The Certificate must be executed in accordance with the Companies Acts.

### 13.3 Replacement share certificates

If a certificate issued in respect of the Trustee's share is (a) damaged or defaced, or (b) said to be lost, stolen or destroyed, the Trustee is entitled to be issued with a replacement certificate in respect of the share.

### 13.4 Share transfers

The share may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor. No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share. IIMA may retain any instrument of transfer which is registered. The Trustee will remain the holder of the share until the transferee's name is entered in the register of members as holder of it.

The Directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

## ARTICLE 14: OTHER TERMS AND CONDITIONS

### 14.1 Governing Law and Settlement of Disputes

These Articles shall be construed in accordance with and governed by English law. Any question, issue or dispute with respect to them which cannot be settled by the parties concerned shall be referred to exclusive jurisdiction of the English courts whose decision shall be final and binding on the parties and may be enforced in any competent court.

### 14.2 Conduct of Meetings

With respect to the conduct of meetings hereunder, in the event that an issue arises which is not covered by the provisions hereof, the rules contained in the current edition of "Roberts Rules of Order, Newly Revised" shall if applicable decide such issue, as long as such rules are not inconsistent with these Articles.

### 14.3 Notices

Unless otherwise specified herein, any formal notice which may or must be given in connection with these Articles shall be sent by email, courier or registered mail. A notice sent by email shall be deemed to have been received on the date on which sent or on the next working day if the email was not sent on a working day. Any notice sent by courier or registered mail shall be deemed to have been received five working days after the date on which it was sent.

Notices sent to IIMA shall be addressed to the Secretary General and sent to the IIMA's business address. Notices sent to Members shall be sent to the Primary Delegate at the last address notified to the Secretary General. Changes in addresses shall be promptly notified.

### 14.4 Right to Inspect Records

Except as provided by law or authorised by the Board or an ordinary resolution of IIMA, no person shall be entitled to inspect any of IIMA's accounting or other records or documents by virtue of being a Member.

\* \* \* \* \*

The Trustee of IIMA ratified these revised Articles on September 19<sup>th</sup> 2017; they became effective immediately. All amendments shall become effective immediately upon approval by the Trustee.

## APPENDIX I: Code of Conduct - Guidelines for Compliance with Antitrust Laws

### 1. Introduction

- 1.1. The International Iron Metallica Association (IIMA) is an international trade association representing the global ore-based metallica industry. The Members of IIMA represent many of the world's producers, traders and distributors of ore-based metallica as well as other companies associated with the industry, such as suppliers of raw materials, freight and logistics services, technology, equipment, etc. It is IIMA's policy to comply with the competition and antitrust laws of all of the regions and jurisdictions in which it or its members operate. Whilst the laws of different countries may differ in some respects, the purpose of this Policy is to outline the most important principles governing the conduct of competitors in trade associations, which reflect the competition and antitrust laws of the strictest jurisdictions and form the basis for best practice guidelines. This Policy is therefore necessarily general in nature and cannot anticipate every legal issue or fact pattern that might be faced by IIMA, its members, or its staff. Accordingly, it is important that individuals consult the Secretary General who shall in appropriate cases seek legal advice when questions arise as to this Policy's application.
- 1.2. Through the adoption and issuance of this Policy, IIMA reconfirms its intent to abide by the spirit and the letter of competition laws. This Policy sets out guidelines that all IIMA officers, directors, employees, contractors and members must follow. It applies both to activities within IIMA and any joint activities that involve IIMA with other entities, trade associations and the like. Moreover, IIMA's officers, directors, employees, contractors and members will ensure that persons working for them also comply with this policy statement as actions taken by individuals purporting to speak or act on behalf of IIMA can result in liability not only for member companies but for IIMA itself.

### 2. Key antitrust and competition law principles applicable to trade associations

#### *Introduction*

- 2.1. Many legitimate and pro-competitive arrangements between competitors may be undertaken under the auspices of a trade association.
- 2.2. Indeed, many functions of trade associations may fall outside the scope of antitrust and competition laws altogether, since they do not restrict the commercial freedom of members of the trade association or foreclose the opportunities of non-members in relation to any relevant markets. Functions in this category may include, for example, representing the relevant industry's view to governmental and regulatory institutions, making arrangements for smaller members to obtain legal information and advice, handling the public relations face of the industry, promoting standard education and training, adopting industry standards, and undertaking industry-wide research.
- 2.3. However, because a trade association is, by definition, a joint activity engaged in by players within the same industry (including actual and potential competitors), some activities of a trade association and its members, depending upon their substance and the market structure, can give rise to concerns under UK and/or EU competition law. The activities of trade associations are thus closely scrutinised by the antitrust and competition authorities.

### *Anticompetitive agreements*

- 2.4. Most antitrust and competition laws prohibit agreements between competitors to restrict competition, and in particular those which:
  - a) directly or indirectly fix purchase or selling prices or any other trading conditions;
  - b) limit or control supply, production, technical development, or investment; and/or
  - c) share markets or customers.
- 2.5. 'Agreements' are defined very broadly in the laws and can refer to horizontal, vertical, written, oral, formal or informal contracts. Improper agreements can also arise from a single or multiple contacts. An unspoken understanding (a 'nod and a wink') or a 'gentleman's agreement' may also fall within the remit of the competition laws.
- 2.6. Additionally, the laws of some jurisdictions prohibit anti-competitive 'decisions' of associations, which may include the rules and resolutions of a trade association and even mere non-binding recommendations. In essence, anything that accurately reflects the association's desire to coordinate its members' conduct may be included in the concept of a decision.
- 2.7. Speeches or announcements made by members at trade association events have also formed the basis for antitrust and competition lawsuits and investigations where these have been regarded as 'public signalling' to the market to engage in anti-competitive activities (e.g. to restrict supplies or make common pricing changes).
- 2.8. Finally, in some jurisdictions (including in the European Union (EU)), the exchange of competitively sensitive information can amount to a competition violation in and of itself, even in the absence of an agreement.

### *Abuse of collective market strength*

- 2.9. Many antitrust and competition laws prohibit abuse by one or more businesses of a strong market position. This can exist on the part of one undertaking or two or more undertakings (collective market power or dominance); as such, it can arise in the context of a trade association where members together account for a significant proportion of the market.
- 2.10. The type of conduct that can give rise to concerns in the context of a trade association may consist of either restricting a competitor's access to the market (e.g. restricting a market player's participation without objective justification, or collectively refusing to deal with a competitor, supplier or customer - which may also amount to an unlawful boycott agreement), or exploiting collective market strength to gain market share or undue advantages (e.g. imposing onerous or unjustified standard terms which put trading partners such as customers at a competitive disadvantage, or discriminating between similar customers or suppliers).

### *Why is compliance important?*

- 2.11. Firstly, antitrust and competition authorities have powers to conduct lengthy, disruptive and expensive investigations and impose significant fines on both members and the association. For example, in the EU financial penalties can be as high as 10% of a group's total annual worldwide turnover. The courts have confirmed that, in determining the maximum fine that can be imposed on a trade association, the European authorities are entitled to take into account its members' turnovers, even if in a given situation an association might not have had the power to bind its members. Secondly, antitrust or competition law violations committed in the context of trade association activities (e.g. at industry events) have led to civil actions for damages against members in the hundreds of millions of dollars, as well as resulted in significant reputational harm and loss in share value for the participating companies.
- 2.12. Thirdly, competition law infringements can lead to serious consequences for individuals, for example resulting in major personal fines, prison sentences, director disqualification, extradition, and career-related consequences in many countries.

### **3. DOs and DON'Ts**

- 3.1. IIMA is inherently pro-competitive but, like any trade association, it could be abused and turned into a vehicle for anti-competitive collusive or abusive conduct. Our members are high profile companies whose activities may have an effect on the market, hence their dealings with competitors – such as within IIMA – must be conducted according to the highest possible standards.
- 3.2. In particular, IIMA, its officers, staff, contractors, members and anyone acting on its behalf should be aware of the following key areas of competition risk and comply at all times with the following principles:
  - a) *Discussion or agreement on competitively sensitive topics*
- 3.3. There is a risk of presentations or discussions at IIMA meetings giving rise to, or being construed as facilitating, an agreement by competitors to fix prices, allocate markets or customers, or otherwise unlawfully restrict competition. In addition, the mere exchange of competitively sensitive information between competitors may amount to a serious restriction of competition in some jurisdictions.
- 3.4. Accordingly, members **should never discuss, exchange information, or reach any agreement on, any of the following topics (“competitively sensitive topics”)**:
  - a) Prices, including any elements of price (such as discounts or rebates) or the timing of pricing changes. Unlawful “price fixing” can include any agreement between competitors or potential competitors to fix, control, coordinate, maintain or otherwise affect the prices, or the elements of a pricing policy (for example the rates, costs, credit terms, margins, dates of change or other elements), of products or related services. Price fixing is unlawful regardless of whether the parties to the agreement are buyers or sellers, and whether the price is a maximum price or a minimum price. An agreement among competitors to raise, lower, or stabilise prices will be unlawful even if the price agreed upon is reasonable or beneficial to consumers and even if the agreement is never put into effect.

- b) Credit and other standard terms for customers
  - c) Profits and profit margins
  - d) Production costs
  - e) Future strategic plans
  - f) Future production / supply volumes
  - g) Market shares
  - h) Distribution Agreements
  - i) Sales territories
  - j) Selection or termination of customers
  - k) Negotiation strategies
  - l) Common responses to requests from customers
  - m) Specific tenders or bids
- 3.5. In particular, IIMA and its members shall not engage in any discussion, agreement or efforts to fix prices, divide customers, allocate territories or markets, restrict supply or sales volumes, or in any way agree to control members' output of products or services.
- (b) Information exchange, including industry surveys or joint responses to regulators, that may involve, or be perceived as facilitating coordination between competitors*
- 3.6. Trade associations may collect and publish industry statistics giving an aggregate picture (without identifying individual companies), jointly compile market research and general industry studies, and communicate with and advocate to authorities on matters of concern to the industry as a whole.
- 3.7. However, in light of the legal risks associated with the exchange of competitively sensitive information between competitors (discussed above), the following precautions should be followed in the conduct of such activities:
- a) participation in any information or data collection should be voluntary;
  - b) collection, handling and dissemination of member information should be managed by an independent third party;
  - c) all submissions should be kept strictly confidential;

- d) there should be a sufficient number of survey respondents to enable concealment of respondents' identities, and no respondent should represent a significant amount (e.g. more than 25%) of a weighted basis for any given statistic;
- e) disseminated information should be sufficiently aggregated such that recipients are unable to identify the data source, historical and non-specific; and
- f) individual submissions should be discarded after their incorporation into the intended association report;

*(c) Standard-setting, including best practices, where this may give rise to restrictions on competition*

- 3.8. Industry self-regulation through standard-setting initiatives (e.g. the establishment of best practice guidelines or standard terms) can, among other things, help to establish a baseline for product or service quality in an industry, enhance technical compatibility among the products of different manufacturers, improve product safety and efficacy, and ensure that firms adhere to basic rules of business ethics. Because the adoption of uniform standards may restrain competition on the standardised features, however, the process can raise competition concerns. Standard-setting efforts can dampen key aspects of market competition by denying customers the choice of non-standardised products or services, can serve to exclude or discipline firms that pose a competitive threat, and can provide a forum for unlawful collusion.
- 3.9. In order to ensure that standard-setting activities remain well within the competition bounds, IIMA should clearly articulate the pro-competitive objectives to be achieved at the outset of the standard-setting process. It is important that all interested parties are given the opportunity to participate in the standard-setting process and that the standards are effectively accessible for anyone in the industry.

*(d) Boycotts, refusals to deal and exclusions from membership in IIMA which are not justified by objective and legitimate reasons*

- 3.10. Boycotts and concerted refusals to deal may be unlawful. Accordingly, members should not discuss or jointly agree not to do business with certain third parties, and IIMA shall not suggest the same to members, directly or indirectly. Similarly, IIMA and its members should not create "blacklists" of companies engaged in disfavoured practices, nor suggest or foster agreement as to specific methods of dealing with certain companies.
- 3.11. As regards refusing or terminating membership, legitimate criteria for admitting new members into trade associations are acceptable under competition laws. IIMA shall ensure that it applies objective and reasonable association rules and criteria for admission of new members, and does not exclude otherwise qualified third parties from membership.
- 3.12. IIMA is permitted to reject a potential member, to terminate a membership and/or to restrict a member's right to participate in meetings or association activities, provided that it has objective, reasonable and legitimate reasons for doing so and applies the rules and criteria fairly and neutrally (i.e. does not favour certain members over others).

\* \* \*

## **Annex 1**

### **IIMA Meeting Guidelines**

1. All meetings shall follow an agenda approved in advance by the IIMA secretariat or the chairman of the meeting, who shall obtain legal advice as appropriate.
2. IIMA shall endeavour to prepare minutes of all meetings or a record of discussions as appropriate. The chairman of the meeting shall review a draft of the meeting minutes or record before these are finalised.
3. The agenda should be closely followed. Meeting participants shall not discuss any competitively sensitive topics, including but not limited to current or future prices, elements of price (such as discounts, rebates or margins), production costs, customer terms, or production volumes.
4. Meeting participants shall not discuss any intention or willingness to go along with future prices or margins, limitations of supply, customer or market allocations, or any other agreement or concerted practice regarding competitive terms or conduct.
5. Meeting participants shall not discuss or suggest any form of coordinated reaction to dealings with any third party.
6. Meeting participants shall not pressurise anyone into adopting any agreed-to business practices.
7. IIMA shall ensure that the attendees at every meeting, seminar or conference organised or sponsored by IIMA where two or more competitors are present are reminded of the principles set out in the Competition Compliance Declaration attached at **Annex 2**.
8. IIMA shall endeavour to ensure (for example through the reminder given at the start of each meeting or event) that to the extent any informal sessions or discussions take place, they comply with these guidelines.

## Annex 2

### Competition Compliance Declaration

*[IIMA shall ensure that the attendees at every meeting, seminar or conference organised or sponsored by IIMA where two or more competitors are present are reminded of the principles set out in IIMA's Antitrust and Competition Law Compliance Policy, and specifically those set out in the Declaration below. For the avoidance of doubt, this exact wording need not be used provided that the principles are clearly stated.]*

This meeting will be held in compliance with the competition policy that has been adopted by IIMA. In particular, it is important to remember that IIMA's activities will not include any action, express or implied, formal or informal:

- a) To collectively fix, control, coordinate, maintain or otherwise affect prices, elements of pricing or other terms of competition of or concerning iron metallics products or related services. Accordingly, competitors at this [meeting / event] shall not share or discuss the current or future pricing information or intentions, or other commercially sensitive information (including costs, production, supply, business strategy, or customer terms), of any company;
- b) To boycott or refuse to deal with any third parties;
- c) To engage in any activities, such as standard setting activities, that have an anti-competitive objective or effect; or
- d) To engage in any efforts to divide customers, allocate territories or markets, restrict sales volumes or in any way agree to control members' output of products or services.

**Annex 3**

**IIMA Dawn Raid Checklist**

The present document is a checklist to address an unannounced inspection by competition authority officials.

1. Reception/administrative staff immediately informs personally the following list of people, by order of priority:

Chris Barrington Secretary General	T: +44 1276 686279 M: +44 7932 603163
Neil Baylis External Counsel, K&L Gates	T: +44 20 7360 8140 M: +44 7956 006548
Raminta Dereskeviciute External Counsel, K&L Gates	T: +44 20 73608264 M: +44 75 34500363

No communication with outside world unless specifically requested by any of the persons above.

NB. Time will be of the essence, as the officials will not wait long to begin the investigation.

2. Ask all investigators to produce their identification documents (eg staff card with name and photograph) and formal authorisation or warrant to conduct the investigation. Take copies. If in doubt, call the European Commission (DG Competition) for confirmation of identity (+32 229 911 11), or Competition and Markets Authority (+44 (0) 20 3738 6000).
3. Reception/administrative staff politely invite officials to a waiting room or an empty meeting room until internal contact and external legal advisers arrive.

NB. Investigators do not have to wait for legal advisors to arrive. Do not refuse entry without first taking legal advice.

4. Inform all staff that an investigation is taking place and instruct them not to obstruct it. Staff should not take any papers away from the premises and/or move any electronic files. Ensure that full cooperation with the Officials is maintained.
5. Set up / unite a Dawn Raid Team consisting of a Team Leader and at least the same number of staff as there are Investigators. Each Investigator should be shadowed (accompanied) at all times by a member of the Dawn Raid Team.
6. Answers should be limited to logistical questions (eg passwords, location of filing cabinets, etc.), and kept short, factual and accurate. Staff should be advised to avoid answering any substantive questions without legal counsel present, and to not guess or speculate, or volunteer information or views.

Designate a senior executive to be the main person who should be answering ALL the Investigators' questions. Keep a written record of all questions asked and answers given.

7. Take two hard copies of all documents requested - one for the Investigators and one for IIMA. Take a copy of the electronic files that the investigators take with them. Do not allow the Investigators to image computers unless their Authorisation allows for this.

8. Shadowers should:
  - a. Check if documents are legally privileged BUT should not refuse access to a document without legal advice. In case of disagreement the document should be placed in a sealed envelope and should not be read by the investigators until the question of legal privilege is resolved.
  - b. Make and retain a list of all documents and all electronic files that the investigators review or take with them.
9. Make and retain a list of all copied documents and all electronic files that the investigators take with them.
10. On departure of officials, determine with them whether they have completed the inspection or whether they need to return. In the latter case, they will affix seals at the premises. Do not attempt to break seals and warn staff (eg cleaning and security staff) not to tamper with or break any seals.
11. In case of outstanding questions regarding legal privilege or scope of the investigation, agree with officials that these questions will be addressed at a later stage. Also seek confirmation that documents will be treated as confidential and that the association's full co-operation has been recorded.

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