



GSMA Articles of Association

Version 3.19

10 August 2018

This is a Binding Permanent Reference Document of the GSMA

Security Classification: Non-Confidential

This document is subject to copyright protection. The GSM Association ("GSMA" or "Association") makes no representation, warranty or undertaking (express or implied) with respect to and does not accept any responsibility for, and hereby disclaims liability for the accuracy or completeness or timeliness of the information contained in this document. The information contained in this document may be subject to change without prior notice. Access to and distribution of this document by the Association is made pursuant to the Regulations of the Association.

Copyright Notice

Copyright © 2018 GSM Association

Disclaimer

The GSM Association ("Association") makes no representation, warranty or undertaking (express or implied) with respect to and does not accept any responsibility for, and hereby disclaims liability for the accuracy or completeness or timeliness of the information contained in this document. The information contained in this document may be subject to change without prior notice.

Antitrust Notice

The information contain herein is in full compliance with the GSM Association's antitrust compliance policy.

Table of Contents

1 Article 1 Name and Seat, Offices	3
2 Article 2 Definitions	3
3 Article 3 Objectives	6
4 Article 4 Funds	7
5 Article 5 Members, Associate Members, Rapporteur	7
6 Article 6 Termination of a Member's Membership	8
7 Article 7 General Meetings	9
8 Article 8 Proceedings at General Meetings	9
9 Article 9 Action by Written Resolution	9
10 Article 10 Votes	10
11 Article 11 Powers of the Members	10
12 Article 12 Constitution of the Board	10
13 Article 13 Powers and Duties of the Board	12
14 Article 14 Powers of Legal Representation	13
15 Article 15 Annual Report	13
16 Article 16 Auditor	14
17 Article 17 Financial Matters	14
18 Article 18 Intellectual Property Rights and Confidential Information	15
19 Article 19 Notices	16
20 Article 20 Amendment of the Articles	17
21 Article 21 Dissolution	17
22 Article 22 Regulations	17
23 Article 23 Language	17
24 Article 24 Governing Law - Disputes	18
25 Article 25 Miscellaneous	18
Annex A Document Management	19
A.1 Document History	19
A.2 Other Information	20

1 Article 1 Name and Seat, Offices

- 1.1 Under the name "GSM Association" an association exists that is governed by these articles of association, any regulations promulgated hereunder and by Articles 60 - 79 of the Swiss Civil Code. The GSM Association may also be referred to as the "GSMA." The GSMA has its seat in Zurich (Switzerland); it may have offices in countries outside Switzerland as well.

2 Article 2 Definitions

- 2.1 In these Articles of Association (the "Articles"):

"the Act"	Means the Swiss Civil Code, in particular Articles 60 - 79 thereof as amended, modified or replaced from time to time;
"Affiliate"	Means any entity which directly or indirectly controls a Member or is controlled by a Member or is controlled by the same entity as a Member, and for this purpose "control" means the possession by an entity, directly or indirectly, of the power to direct or cause the direction of the management and policies of another entity without needing the consent of any other entity, whether through the ownership of shares or other securities carrying the right to vote, through the composition of the board of directors of such other entity, by contract or otherwise;
"Annual Budget"	Means the annual budget of the GSMA as described in these Articles;
"Associate Member"	Means a representative of a specific group or organisation with which an agreement, hereinafter called an Associate Membership Agreement, has been entered into and the rights and obligations of which shall be set out in the relevant Associate Membership Agreement;
"Board"	Means the Board of Directors of the GSMA as established and constituted in accordance with Article 12;
"Chairman"	Means the Chairman of the GSMA who shall act as chairman of the Board;
"Confidential Information"	Means all information of the GSMA, a Member, an Associate Member, a Rapporteur or a third party, including without limitation, information relating to the research, development, business plans, marketing, operations, finances, personal data of any such party, which is disclosed directly or indirectly to the GSMA, Member, Associate Member or Rapporteur in the course of any activities relating to the GSMA, whether in writing (physically or electronically) or orally, and which is designated as proprietary or confidential or which, under the circumstances, should reasonably

be considered confidential. Confidential Information shall include information created by Groups and Projects unless expressly identified as unrestricted;

"Corporate Group"	Means a group of entities comprising an Operator Member and its Affiliates from time to time, and where applicable, the relevant Parent Company Member;
"Director General"	Means the Director General of the GSMA. The Board may exercise its discretion from time to time to change the title of this position. Should the Board change the title of this position, all references in these Articles of Association to "Director General" shall be deemed to apply to the title adopted by the Board.
"Deputy Chairman"	Means the Deputy Chairman of the GSMA;
"Dues"	Means dues which must be paid to the GSMA by the Members, as determined by the Board from time to time;
"General Meeting"	Means a meeting of the Members of the GSMA held in accordance with the Articles and Regulations;
"Groups"	Means Working Groups and task forces, and any other groups properly constituted in accordance with the Articles and Regulations;
"GSM"	Means the Global System for Mobile Communications and future evolutions thereof (e.g. including but not limited to, GSM, DCS, PCS, UMTS or its equivalent and LTE), as defined by the relevant technical specifications of the European Telecommunications Standards Institute ("ETSI"), Third Generation Partnership Project ("3GPP") and/or other standards development organisations together with other relevant documents and the Permanent Reference Documents, as recognised by the GSMA;
"GSM Network"	<p>A network which qualifies as a GSM Network shall have the following attributes:</p> <ol style="list-style-type: none">a) Conforms to the published specifications and standards for the family of GSM mobile communication systems and future evolutions thereof (e.g. which may include but is not limited to GSM, DCS, PCS, UMTS or its equivalent and LTE), as defined by the relevant technical specifications of the European Telecommunications Standards Institute ("ETSI"), 3GPP or other standards development organisations together with other relevant documents and the Permanent Reference Documents; as recognised by the GSMA (collectively hereinafter referred to as the "GSM Standards");b) Incorporates interfaces towards other GSM Networks for signalling (e.g. which may include but is not limited to MAP, CAMEL as appropriate); interfaces towards radio base-

station sub-systems or other network entities (e.g. including but not limited to A, Gb, lu, as appropriate); interfaces between the subscriber identity module (e.g. SIM, UIM) and the mobile terminal equipment; suitable interfaces towards public fixed telecommunications networks for telephone and data services; interfaces for support of the billing and accounting principles set out in the Permanent Reference Documents (e.g. including but not limited to TAP as appropriate); all of which conform to the GSM Standards;

- c) Incorporates a "fixed-part" infrastructure consisting of a communications platform of suitable network entities (e.g. which may include but is not limited to MSC, GSN, AUC, HLR, VLR as appropriate) for performing the functions of traffic transmission and switching/routing, subscriber authentication and mobility management; all of which conform to the GSM Standards;

and

- d) Incorporates a "wireless-part" infrastructure consisting of a radio base-station sub-system and utilising an air interface which:
 - i) in the case of terrestrial-based radio systems, uses an openly specified air interface which conforms to the GSM Standards;

or

- ii) in the case of satellite-based radio systems, uses a specialised air interface to allow for the deployment of earth-orbital satellites in the network's infrastructure which act as a complement to the coverage of terrestrial GSM Networks

"GSM Platform"	Means a GSM-based network platform which has the attributes set out in clauses (a)-(c) but not clause (d) of the definition of "GSM Network;"
"Management"	Means the officers and the professional staff of the GSMA.
"Member"	Means every Operator Member, Telecommunications Administration, and Parent Company who is subsequently accepted as Member of the GSMA;
"Operator Member"	Means an operator that qualifies as a Member of the GSMA and which (i) is licensed to operate and is allocated frequencies to operate a GSM Network; and (ii) is operating or preparing to operate a GSM Network for the purpose of providing publicly available commercial services;
"Parent Company"	Means an entity that meets the eligibility criteria set out by the Board in the Regulations or otherwise;

"Parent Company Member"	Shall mean a Parent Company that has been accepted as a Member of the GSMA;
"Permanent Reference Document"	Means a document adopted by the GSMA as such and listed as such by the Management on the list of Permanent Reference Documents;
"Rapporteur"	Means a representative of a specific group or organisation with which an agreement, hereinafter called a Rapporteur Agreement, has been entered into and the rights and obligations of which shall be set out in the relevant Rapporteur Agreement;
"Regulations"	Means the Regulations of the GSMA, as adopted by the Board;
"Telecommunications Administration"	Means each telecommunications administration that has powers and duties in relation to GSM based systems;
"Telecommunications Administration Member"	Means each Telecommunications Administration that has been accepted as a Member of the GSMA.

- 2.2 References to "written" or "in writing" shall, unless otherwise specified, be construed as including references to printing (fax, telex, photocopy), electronic mail and any other modes of representing or reproducing words in a visible and legible form.
- 2.3 Unless otherwise specified, words or expressions contained in these Articles shall bear the same meaning as in the Act in force at the date at which these Articles become binding on the GSMA.
- 2.4 References to any gender shall include the other and words in the singular include the plural and vice versa.

3 Article 3 Objectives

- 3.1 The GSMA is non-profit oriented and shall have the following objectives:
- 3.1.1 The promotion and evolution of GSM Networks and the GSM Platform for international roaming; for the provision of standardised services (e.g., voice, data, multimedia); as the core of other systems (e.g., UMTS, IMT 2000 (FPLMTS), DECT) employing different wireless access methods (e.g., TDMA, CDMA), and as the core of new applications (e.g., traffic telematics);
- 3.1.2 The promotion and evolution of standards and specifications that enable the widespread deployment of wireless services and applications in furtherance of the public interest;
- 3.1.3 The promotion of a regulatory, legislative and public relations agenda

that will advance the interests of the Members;

- 3.1.4 The conduct of trade shows and the delivery of managed services that are aligned with the interests of the Members;
- 3.1.5 The provision of support and leadership on industry initiatives to benefit the Members and the wireless ecosystem; and
- 3.1.6 The taking of such other actions as may be necessary, suitable or proper for the accomplishment of the foregoing objectives.

4 Article 4 Funds

- 4.1 The funds of the GSMA shall consist of, among other things, Dues, grants, gifts and other sources of income including, without limitation, dues from Rapporteurs, Associate Members and third parties and income from GSMA trade shows and other managed services.
- 4.2 The income and property of the GSMA, whenever derived, shall be applied solely for the promotion of the objectives of the GSMA as set forth in these Articles and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the GSMA, provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the GSMA, or to any Member of the GSMA.

5 Article 5 Members, Associate Members, Rapporteur

- 5.1 The GSMA has three categories of Membership.

Members shall each be classified into one of the following membership categories:

- (i) Operator Member, or
- (ii) Parent Company Member, or
- (iii) (iii) Telecommunications Administration Member.

- 5.1.2 Unless specified otherwise the term "Member" or "Members" as used in these Articles shall encompass all of the foregoing categories.
- 5.2 The Board may define categories of GSM Networks in respect of the types of technologies employed in the network infrastructure, and may define categories of Operator Members in respect of the types of GSM Networks they operate, for administrative purposes as deemed appropriate from time to time. In the case of an operator using the GSM Platform together with a "wireless part" which does

not conform to the GSM Standards as recognised by the GSMA, then such operator may submit a proposal to the GSMA for its "wireless part" to be considered for such recognition.

- 5.3 The Board may approve the creation of Associate Member or Rapporteur categories.

6 Article 6 Termination of a Member's Membership

- 6.1 A Member's membership shall terminate in the event of:

6.1.1 Resignation of the Member; Notice of discontinuation of membership given by the GSMA in the event that a Member no longer meets the requirements for membership laid down in the Articles and/or Regulations, in the event that a Member does not fulfil its obligations towards the GSMA or pay its Dues, and/or in the event the GSMA cannot reasonably be expected to let the membership continue; or

6.1.2 Expulsion by the Board upon a vote of 71% of the members of the Board. This can be pronounced only when a Member acts contrary to the Articles, Regulations and resolutions of the GSMA, or injures the GSMA in an unreasonable manner.

6.1.3 Resignation of a Member or discontinuation of membership by the GSMA may take place only at the end of a financial year and with due observance of a term of notice of four weeks. However, membership can be terminated forthwith:

6.1.4 By the GSMA if the GSMA cannot reasonably be expected to let the membership continue; and

6.1.5 By the Member in the event of a good faith disagreement over the policies of the GSMA.

- 6.2 In the case of expulsion, the date on which membership ends shall be determined by the Board.

- 6.3 Upon the termination of a Member's membership, all benefits of membership in the GSMA shall cease immediately.

- 6.4 In the event of termination of membership for whatever reason:

6.4.1 A Member shall be obliged to pay to the GSMA all Dues that the Member was obliged to pay before the membership terminated; and

6.4.2 A Member shall not be entitled to damages in respect of any loss or damage caused to it by such termination.

- 6.5 A Member whose membership has been terminated may apply to the GSMA for

reinstatement upon rectification of the issue that caused the termination.

7 Article 7 General Meetings

- 7.1 The GSMA shall hold a General Meeting at such times as the Board may in its discretion elect. At the discretion of the Board, the GSMA may elect to conduct the business of the GSMA through action by written resolutions in accordance with these Articles.
- 7.2 The Board may, whenever it thinks fit, convene a General Meeting. A General Meeting shall also be convened on request of not less than one-tenth of Members entitled to attend and to vote at a General Meeting or on request of any Member or Members entitled to cast not less than one-tenth of the votes at a General Meeting.
- 7.3 All Members have the right to attend General Meetings. The Board may require that all representatives participating in a General Meeting be of a specified executive level. Any such requirement shall be communicated to the Members in advance of the General Meeting. A Member may authorise another Member to represent him at a General Meeting by way of a proxy or authorised representative.
- 7.4 Any Member may raise any GSMA-related issue before any General Meeting.

8 Article 8 Proceedings at General Meetings

- 8.1 No business shall be transacted at any General Meeting unless a quorum of Members or votes is present at the time when the General Meeting proceeds to business. Unless otherwise provided by these Articles, a General Meeting shall achieve a quorum when more than one third of the total number of Members entitled to vote or more than one third of the total number of outstanding votes is present or represented by proxy or by authorised representative.
- 8.2 Unless otherwise provided by these Articles, all resolutions of the Members at General Meetings shall be adopted by a simple majority of the votes actually cast.

9 Article 9 Action by Written Resolution

- 9.1 Action required or permitted to be taken at a General Meeting may be taken without a General Meeting if the action is approved by a written resolution of the Members in an election process in which either one third of the total number of Members entitled to vote actually cast a vote, or more than one third of the total

number of votes outstanding are actually cast.

- 9.2 Unless otherwise provided by these Articles, action by a written resolution of the Members shall be adopted by a simple majority of the votes actually cast.

10 Article 10 Votes

- 10.1 Members' votes shall not be on the basis of "One Member, One Vote". The number of votes allocated to a Member shall be proportionate to the amount of the annual Dues which a Member has paid. The calculation of individual Members' votes shall be made by the Management in accordance with the direction of the Board. At the start of each fiscal year, a new vote allocation shall come into effect. Each Member shall have at least one vote.
- 10.2 For a Member that joins as a new Member during the course of a financial year and pays pro rata Dues, the number of votes allocated to such Member shall equal the full year vote allocation correspondent with that Member's annual Dues.
- 10.3 Parent Company Members and Associate Members shall not have any voting rights unless otherwise stated.

11 Article 11 Powers of the Members

- 11.1 The Members shall have the following powers:
- 11.1.1 The ratification every two years of the Board in its entirety;
 - 11.1.2 the approval of any change in the formula for Dues or the amount of Dues per vote, in each case that results in an increase in Dues to Operator Members;
 - 11.1.3 The dismissal of the Chairman, individual members of the Board or the Director General;
 - 11.1.4 The dissolution of the GSMA; and
 - 11.1.5 The amendment of the Articles.
- 11.2 Resolutions relating to Articles 11.1.3 to 11.1.5 may only be adopted by a vote of not less than 71 per cent of the total votes actually cast.

12 Article 12 Constitution of the Board

- 12.1 There shall be a Board consisting of twelve natural persons as a minimum and

thirty natural persons as a maximum. The Board shall set the number of Board members from time to time from within these limits.

- 12.2 A Member or Corporate Group may only have one seat on the Board. Further eligibility requirements for members of the Board are set out in these Articles and in the Regulations.
- 12.3 The Board shall appoint the Chairman and the Deputy Chairman from amongst the members of the Board.
- 12.4 The seats on the Board shall be divided into two distinct categories: pre-selected seats and rotating seats. The Board shall set the number of pre-selected and rotating seats from amongst the total number of seats on the Board. The number of pre-selected seats shall not at any time represent less than 51 per cent or more than 66 per cent of the total number of seats available on the Board.
- 12.5 The pre-selected seats shall be assigned to the largest Members or Corporate Groups as measured by a ranking of the Members or Corporate Groups with the largest number of connections, weighted at 50%, and the largest amount of revenue, weighted at 50%, as computed in the manner prescribed in the Regulations.
- 12.6 Members of the Board holding pre-selected seats shall have a two year term of office. Upon the expiration of this term, compliance with the eligibility criteria set down in these Articles and the Regulations for pre-selected seats shall be re-assessed. Each rotating seat shall be subject to retirement by rotation every two years, however, the Board shall have the discretion to vary the retirement of any rotating seat in order to facilitate continuity.
- 12.7 The Board will assess the eligibility of the Members or Corporate Groups who have been nominated for rotating seats on the Board in accordance with the Regulations and with the criteria of recognising the aim of having a broad representation based on regional diversity and company size. Thereafter, representatives of such nominated Members or Corporate Groups shall be assessed based on the eligibility requirements detailed in the Regulations.
- 12.8 In accordance with the procedures set out in these Articles and the Regulations, the Board shall make appointments for both pre-selected and rotating seats and shall notify the complete list of the appointed Board members to the Members for ratification as an entirety, where appropriate. The existing Board shall continue to hold office until a new Board is so ratified.
- 12.9 The Board may suspend the entitlement of a Member or Corporate Group, or of an individual member of the Board, to be represented on the Board by a resolution of the majority of the Board and the subject of the suspension proceedings shall not be entitled to vote on the resolution to suspend or in any decisions of the Board during the suspension. The suspension shall remain in place until such time as a decision is taken by the Board to either reinstate the entitlement of such Member or Corporate Group or individual Board member, or to remove its or his entitlement pursuant to these Articles.
- 12.10 The entitlement of a Member or Corporate Group to representation on the Board shall cease:

- 12.10.1 When the Board determines that the Member or Corporate Group is no longer entitled to its previously allocated pre-selected or rotating seat due to the fact it no longer satisfies the eligibility conditions upon which the allocation was made and/or in the event the Board cannot reasonably be expected to allow the Member or Corporate Group's representation on the Board to continue;
- 12.10.2 Upon notice in writing from the Member or Corporate Group that it no longer wishes to be represented on the Board;
- 12.10.3 Upon the relevant Member ceasing to be a Member of the GSMA by any resignation, discontinuation or expulsion; or
- 12.10.4 Upon a determination by the Board that the Board member representing a pre-selected seat had violated the Regulations, in which case the Member shall cease to have the right to be considered for a pre-selected seat for the balance of the existing term and one additional term.

12.11A member of the Board shall automatically cease to be such:

- 12.11.1 Where his appointing Member or Corporate Group loses its entitlement to representation on the Board in accordance with Article 12.10 ;
- 12.11.2 Where the Board determines that (i) the individual representative no longer fulfils the eligibility requirements specified in the Regulations; (ii) the individual representative is expelled from the Board as a result of a violation of the Regulations; or (iii) in the event the Board cannot reasonably be expected to allow the individual representative to continue on the Board; a decision in case (i) preceding can taken by simple majority; for cases (ii) and (iii) a resolution must be approved by not less than 71 per cent of the total votes actually cast by the Board;
- 12.11.3 Upon resignation of the individual representative from the Board; or
- 12.11.4 By termination of the employment contract or other relevant legal relationship between the Board member and his appointing Member.

12.12Where a member of the Board ceases to be entitled to hold office pursuant to these Articles, he shall cease to be a Board member with immediate effect.

12.13Any vacancy in the Board shall be filled in accordance with the Regulations. Such vacancy shall be filled as soon as possible and meanwhile the Board shall continue to be properly constituted in accordance with these Articles.

12.14The Board shall implement appropriate procedures to ensure that the eligibility requirements in force from time to time continue to be met during the relevant term of office by current Board members and the Member or Corporate Group they represent.

13 Article 13 Powers and Duties of the Board

- 13.1 All powers other than those of the Members listed in these Articles shall vest in the Board unless otherwise delegated by virtue of these Articles to any other body or person or by the Board from time to time.
- 13.2 The Board shall be accountable to the Members and shall keep the Members appropriately informed as to its activities. The Board shall be charged with the management of the GSMA in all its affairs, subject to the limitations of the law and these Articles, and shall have the authority to perform all legal acts which are within the GSMA's objectives. While retaining its responsibilities to the Members, the Board shall have the right of delegation with respect to its powers and duties to anybody or person as it decides. The Board shall have the right to appoint and replace the Director General from time to time in accordance with these Articles and the Regulations.
- 13.3 The Board shall, within available funds in accordance with these Articles and the Regulations, and within the scope of the objectives and established policies of the GSMA, in particular also be authorised to enter into agreements to purchase, dispose or encumber registered property, or to enter into agreements whereby the GSMA commits itself as guarantor or joint and several debtor, warrants performance by a third party or undertakes to provide security for a debt of a third party.
- 13.4 Further specific powers and duties of the Board may be set out in the Regulations on a non-exhaustive basis.
- 13.5 The members of Board shall not be personally liable to the GSMA or its Members for monetary damages for breach of their duties as members of the Board where such breach amounts to simple negligence (as opposed to gross negligence or wilful misconduct).

14 Article 14 Powers of Legal Representation

- 14.1 Without prejudice to the Board's powers pursuant to Article 13, the GSMA shall be legally represented:
- 14.1.1 By the Chairman acting singly;
 - 14.1.2 By the Chairman and a member of the Board, acting jointly;
 - 14.1.3 By the Director General; or
 - 14.1.4 By the officers of the GSMA and such other authorised signatories as may be appointed by the Board or the Director General.

15 Article 15 Annual Report

- 15.1 The Board shall be obliged to keep a record in respect of the financial position and of all activities, in accordance with the requirements arising from these activities, of the GSMA and to store the relating documents hereto in such manner that the rights and obligations of the GSMA can be known out of it at all times.
- 15.2 Upon the completion of each financial year, the Board shall cause to be prepared an annual report on the course of business of the GSMA for distribution to the Members. This should include, but not be limited to, a report on the general business affairs of the GSMA and the financial statements of the GSMA for the preceding financial year, audited in accordance such standards as may be determined by the Board.

16 Article 16 Auditor

- 16.1 The Board shall appoint an auditor.
- 16.2 The auditor shall, including but without limitation, audit the balance sheet, the statement of income and expenditure and the financial procedures of the GSMA. The auditor shall produce a report on his audit examination to the Board, which shall be made available to the Members.

17 Article 17 Financial Matters

- 17.1 All financial transactions of the GSMA shall be carried out in accordance with financial procedures adopted by the Board.
- 17.2 The liabilities and obligations of the GSMA may be enforced against its assets only, and no Member shall have any individual liability for any liabilities or obligations of the GSMA. A Member's liability vis-à-vis the GSMA is limited to the payment of its Dues.
- 17.3 The Annual Budget shall be approved on an annual basis by the Board. Subject to the Regulations, all expenditures outside the approved Annual Budget shall be referred in advance for approval to the Board or an appropriate committee or subcommittee thereof.
- 17.4 The Annual Budget shall specify the total amount of the Dues to be paid by the Members for each financial year. The Board shall establish the criteria according to which the Dues are to be levied on each Member.
- 17.5 The Management shall invoice each Member for the amount of its annual Dues. Dues shall be assessed on the first day of each fiscal year based on the corporate structure of the Member as of such date. In the event of a transaction involving the merger or consolidation of more than one Member which is consummated

after the first day of the fiscal year, the combined entity shall be responsible for the payment of the annual Dues assessed on each of the Members for such fiscal year.

- 17.6 All Dues are payable in full upon receipt of invoice or, if later, the first day of the fiscal year to which the Dues relate. The annual Dues of a new Member shall be paid in advance of it being accepted as a Member. If any Member's Dues shall not have been received within 60 days of the due date, (i) the Member in default shall pay interest at the rate of 15 per cent per annum, such interest to accrue from day to day, from the due day until receipt of the payment into the GSMA's bank account; and (ii) the Member's rights to access the Infocentre may be suspended. If any Member's Dues shall not have been received within 90 days of the due date, such Member may be suspended.
- 17.7 The Annual Budget shall provide separately for anticipated expenditures to be funded by Dues and other identified funding sources. Any shortfall in respect of expenditures that arises during a financial year because of additional expenditures previously approved by the Board or because of the failure of one or more Members to pay its or their annual Dues shall on the proposal of the Board and subject to the prior ratification of that proposal by the Members, which ratification cannot be unreasonably be withheld, be levied by the Management on the Members, as applicable, during the financial year in which it occurs. The Board may also finance the shortfall out of the reserves (if any) of the GSMA.

18 Article 18 Intellectual Property Rights and Confidential Information

- 18.1 The intellectual property rights in relation to the GSMA are governed by the appropriate Permanent Reference Documents (i.e. Intellectual Property Rights Regulations ("AA.32") and Trademark Regulations ("AA.44")).
- 18.2 Each of the Members, Associate Members, Rapporteurs and the GSMA acknowledges that it will receive Confidential Information from the others in the course of the activities of the GSMA. Each party shall keep in confidence and trust all such Confidential Information and will make no use of any Confidential Information except as is necessary for the purpose for which it was disclosed ("the Purpose"). Each party shall disclose the other party's Confidential Information only to its officers, employees, contractors, consultants, other Members, Associate Members, Rapporteurs and the GSMA with a need to know for the Purpose and who have entered into confidentiality agreements sufficient to prohibit further unauthorised use or disclosure by such persons of the Confidential Information. Notwithstanding the foregoing the Members, Associate Members and Rapporteurs will comply with the restrictions imposed by the GSMA's document classification system for the GSMA's own documents. Each recipient shall use the same measures to protect the disclosing party's Confidential Information as it uses to protect its own most sensitive information, but this shall be no less than the use of reasonable care. Information shall not be deemed Confidential Information and no obligation concerning the use or disclosure of such shall attach to any information, which: (a) is or becomes publicly known through no fault of the

recipient; (b) is or becomes known to the recipient from a third party source other than the disclosing party without duties of confidentiality attached and without breach of any agreement between the disclosing party and such third party; (c) furnished to others by the disclosing party without restriction on disclosure; or (d) was independently developed by the recipient without the benefit of the Confidential Information. Nothing in this AA16 shall prevent a party from disclosing Confidential Information to the extent it is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, that party shall (i) assert the confidential nature of the Confidential Information to the agency, (ii) immediately notify the disclosing party in writing of the agency's order or request to disclose; and (iii) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

19 Article 19 Notices

- 19.1 A notice served by the GSMA, the Board, the Director General or any other person to any Member pursuant to these Articles, shall be in writing and may be given by the GSMA to any Member either personally or by sending it by post or by sending it by facsimile or by sending it by electronic mail to the Member's registered address or principal place of business or email contact address as last notified to the Management, unless otherwise provided by these Articles.
- 19.2 A notice served by any Member or person to the Board, the Director General or to any other person established or empowered to receive such notice pursuant to these Articles, shall be in writing and may be given either personally or by sending it by post or by sending it by facsimile or by sending it by electronic mail to the Management, unless otherwise provided for by these Articles.
- 19.3 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 in the case of a notice of a meeting at the expiration of 96 hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post. Where notice is served by facsimile or by electronic mail it shall be deemed to have been received on the day following the day on which it was transmitted.
- 19.4 Notice of every General Meeting shall be given in any manner set out in this Article to:
- 19.4.1 Every Member; and
 - 19.4.2 The members of the Board and committees of the Board, as decided by the Board.

20 Article 20 Amendment of the Articles

- 20.1 These Articles shall be amended only by a resolution of the Members which has been passed by the Members in a General Meeting or by written resolution in accordance with these Articles.
- 20.2 Unless otherwise provided for, an amendment to the Articles shall become effective immediately upon the passing of a resolution to that effect.
- 20.3 Where any changes have been made to the Regulations in accordance with Article 22, any corresponding changes to these Articles necessitated by such changes to the Regulations and which are merely editorial in nature may be made by the Board without the need for approval by the Members as set out in these Articles.

21 Article 21 Dissolution

- 21.1 The GSMA may be dissolved by a resolution of the Members.
- 21.2 The balance of funds remaining after liquidation shall be divided among those who were Members at the time when the resolution to dissolve was adopted. Each of them shall receive a share in proportion to the amount of their annual Dues.

22 Article 22 Regulations

- 22.1 The Board may modify or amend its Regulations on any matters for which it is empowered.
- 22.2 A copy of new or revised Regulations shall be made available to the Members.
- 22.3 The Regulations shall not be contrary to the Articles. In the event of a conflict between the Articles and the Regulations, the Articles shall prevail.

23 Article 23 Language

- 23.1 English shall be the working language of the GSMA and all Permanent Reference Documents shall be in the English language as far as no other language is prescribed by law. When the original version of a GSMA document is not in English, an official translation in the English language shall be made available by the GSMA.

24 Article 24 Governing Law - Disputes

- 24.1 These Articles and all regulations promulgated hereunder shall be governed by the laws of Switzerland.
- 24.2 All disputes arising in connection with these Articles and any regulations shall be settled in accordance with the Rules of the International Chamber of Commerce by three arbitrators, unless otherwise agreed. The place of arbitration shall be Zurich. The arbitration procedure shall be conducted in the English language.
- 24.3 The decision of the arbitration tribunal shall be final and binding and the parties waive all challenge of the award in accordance with Article 192 of the Swiss Private International Law Statute.
- 24.4 Notwithstanding anything to the contrary in the Articles of GSMA, the governing law and dispute resolution provisions set out in Clauses 10.4 and 10.5 of the Intellectual Property Rights Regulations (AA.32) shall apply to all disputes arising in relation to the Intellectual Property Rights Regulations (AA.32).

25 Article 25 Miscellaneous

- 25.1 Each Member acknowledges and agrees that the GSMA, its staff, consultants engaged from time to time by the GSMA, other Members, the Associate Members, Rapporteurs, the members of the Board and its committees, and the members of Groups (together, "Participant(s)") shall be immune from all liability in respect of any loss or damage suffered by a Member in reliance on any advice or information, in whatever form, published or given by such Participant(s) to other Participant(s).
- 25.2 Notwithstanding the foregoing, such immunity shall not apply to any advice or information where (i) the applicable provisions of the documentation expressly exclude such immunity; or (ii) it is clearly and objectively evident from the circumstances that the Participant rendering the advice or information knows and intends that the other Participants would rely on such information or advice and that such reliance was justifiable under the circumstances.

Annex A Document Management

A.1 Document History

Version	Date	Brief Description of Change	Approval Authority	Editor / Company
3.0.0	January 1995	Approved.	GSMA Board	GSMA Board
3.1.0	February 1995	MoU Doc 12/95	GSMA Board	GSMA Board
3.2.0	September 1996	MoU Doc 338/96	GSMA Board	GSMA Board
3.2.1	November 1996	Updated to TD.15 Template.	GSMA Board	GSMA Board
3.2.2	September 1997	MoU Doc 169/97 Rev.1	GSMA Board	GSMA Board
3.3.0	April 1998	MoU Doc 85/98 Rev 1. Approved at MoU 39	GSMA Board	GSMA Board
3.4.0	October 1998	MoU Doc 236/98	GSMA Board	GSMA Board
3.5.0	April 1999	PL Doc 28/99. Approved at Plenary 41	GSMA Board	GSMA Board
3.6.0	October 1999	PL Doc 178/99 Rev 1. Approved at Plenary 42	GSMA Board	GSMA Board
3.7.0	April 2000	PL Doc 57rev1. Approved at Plenary 43	GSMA Board	GSMA Board
3.8.0	October 2002	PL 111/02	GSMA Board	GSMA Board
3.9.0	September 2003	General Assembly written procedure vote	GSMA Board	GSMA Board
3.10.0	March 2006	Amendment of Article 15.1	GSMA Board	GSMA Board
3.11.0	November 2006	Revised allocation of Contributions and votes	GSMA Board	GSMA Board
3.12.0	March 2007	IPR and Parent Company Membership	GSMA Board	GSMA Board
3.13.0	August 2009	Deleting IPR Provisions	GSMA Board	GSMA Board
3.14.0	March 2010	Change of Seat; Amendment to Article 17	GSMA Board	GSMA Board
3.15.0	July 2010	Modernising Articles to reflect practical changes	GSMA Board	GSMA Board
3.16.0	September 2011	Change in Title of Lead Executive; Amendment to Article 11	GSMA Board	GSMA Board

3.17.0	April 2014	Change to Objectives, Article 3.1.4 pursuant to tax advice	GSMA Board	GSMA Board
3.18.0	December 2014	Amendment to Board Member Liability, Article 13	GSMA Board	GSMA Board
3.19.0	August 2018	Amendment to Section 12.5 Concerning Pre-Selected Seats	GSMA Board	GSMA Board

A.2 Other Information

Type	Description
Document Owner	GSMA Board
Editor / Company	GSMA Board