

15 April 2024

English only

**Committee on the Peaceful
Uses of Outer Space**
Legal Subcommittee
Sixty-third session
Vienna, 15 April – 26 April 2024

**Request for observer status with the United Nations
Committee on the Peaceful Uses of Outer Space: application of
the Space Data Association (SDA)**

Note by the Secretariat

1. At its thirty-third session, in 1990, the Committee considered guidelines for granting observer status with the Committee to international intergovernmental and non-governmental organizations. The possible criteria suggested by the Outer Space Affairs Division to the Committee at that time were the following:

(a) As part of its programme, the organization should be concerned with matters falling within the competence of the Committee on the Peaceful Uses of Outer Space;

(b) The aims and purposes of the organization should be in conformity with the spirit, purposes and principles of the Charter of the United Nations;

(c) The organization should be a recognized international organization and should have an established headquarters, an executive officer, and a constitution, a copy of which is deposited with the Secretary-General of the United Nations. In the case of a non-governmental organization, it should be a non-profit organization.

2. Having considered the matter, the Committee at its thirty-third session, agreed, that in the future non-governmental organizations which request observer status with the Committee should have consultative status with the Economic and Social Council (ECOSOC) and should, as part of their programmes, be concerned with matters falling within the competence of the Committee.

3. At its fifty-third session, in 2010, the Committee agreed that observer status would be granted to non-governmental organizations on a provisional basis, for a period of three years, pending information on the status of their application for consultative status with the Economic and Social Council. The Committee also agreed that the provisional observer status could be extended for an additional year,



if necessary. The Committee further agreed that it would grant permanent observer status to such non-governmental organizations upon confirmation of their consultative status with the Council.

4. While the Committee's decision did not specifically include the elements referred to in 1 (c) above, it has been the practice of the committee, since its decision in 1990, to have before it the constitution or statutes of the organization or entity requesting observer status.

5. On 23 January 2024, the Office for Outer Space Affairs received an application for observer status with the Committee on the Peaceful Uses of Outer Space from SDA. The following related correspondence received from SDA is attached to this document:

- (a) Letter from SDA conveying the intention to become a permanent observer of the Committee;
 - (b) Memorandum and Articles of Association;
 - (c) Certificate of Incorporation;
 - (d) VAT Status; and
 - (e) Confirmation of Residency.
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SPACE DATA
ASSOCIATION

Ms. Aarti Holla-Maini
Director
United Nations Office for Outer Space Affairs
Vienna International Centre
Wagramerstrasse 5 A-1220
Vienna
Austria

*Aegir House,
Lonan,
Isle of Man
IM4 7JJ*

23rd January 2024

Dear Ms Holla-Maini,

Space Data Association – Observer status application

We wish to formally apply for the status of an Observer Organisation of the United Nations Committee on the Peaceful Use of Outer Space (COPUOS).

The Space Data Association (SDA) is an international organization organised under the laws of the Isle of Man that brings together satellite operators to support the controlled, reliable and efficient sharing of data critical to the safety and integrity of the space environment. The SDA membership includes the world's major satellite communications and remote sensing organisations.

Formed in 2009, the SDA aims to enhance safety of flight via sharing of operational data and promotion of best practices across all users of space. The SDA is also working to improve the accuracy and timeliness of collision warning notifications, as well as working with all interested entities to help define the next generation of Space Traffic Management systems and capabilities.

The SDA collates independently pooled data from operators to prevent collisions. Participants receive secure, reliable, and immediate access to this accurate information and analysis that greatly improves operations for:

- Conjunction assessment
- Authoritative contact information for a given space object

Participants can be assured of following the best operator practises for the mitigation of operational risks, while at the same time, reducing their workloads by automatically passing data on to the SDA's Space Data Centre.

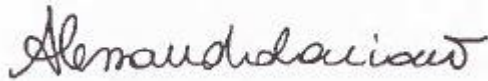
We currently have 5 Associate Members, 4 Executive Members and over 17 Standard Members as well as additional data member Participants from across the Globe, including Public and Private organisations.

*Space Data Association Limited
Registered Office: Aegir House, Croit-e-quill Rd, Lonan, Isle of Man. IM4 7JJ.
Tel (44) 1624 670509 e-mail: rbeattie@riveradvisers.com
Directors: L Arona, J Chan, A Cacioni,
C Law, E Rossetto, D Zamora*

We strongly believe that a shared collaboration with COPUOS would be a very positive one. As we continue to aim for growth and support the space eco-system, such collaborations foster an approach that is sustainable, whilst also maximising the benefits for all.

We are most grateful for your consideration for SDA's application and look forward to hearing from you.

With kind regards

A handwritten signature in black ink, appearing to read 'A Cacioni', written in a cursive style.

A Cacioni
Director

THE COMPANIES ACTS 1931 TO 2004

ISLE OF MAN

COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL

MEMORANDUM AND ARTICLES OF ASSOCIATION

– OF –

SPACE DATA ASSOCIATION LIMITED

Incorporated on the 19th day of June 2009

Revised Memorandum & Articles adopted by Special Resolution on the 17th day of June 2010



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THE COMPANIES ACTS 1931 TO 2004

ISLE OF MAN

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

SPACE DATA ASSOCIATION LIMITED

(Adopted by Special Resolution dated 17th June 2010)

1. NAME

1.1 The name of the Company is:-

Space Data Association Limited

1.2 The Company is a private company.

1.3 The liability of the members is limited.

1.4 Restrictions of the exercise of the rights, powers and privileges of the Company:-

(a) The Company does not have the power:

(i) to distribute any of the property of the Company among its members in kind or otherwise;

(ii) to make provision in connection with the cessation of the whole or part of the business of the Company, or any subsidiary of the Company, for the benefit of employees or former employees of the Company or of a subsidiary of the Company or for the dependants of such employees or former employees.

1.5 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £10) to the assets of the Company in the event of its being



wound up while he is a member or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of the winding up, and for the adjustment of the rights of the contributories among themselves.

We the subscribers to this memorandum of association –

- (a) wish to be formed into a company pursuant to this memorandum;
- (b) declare that all the requirements of the Companies Acts 1931-2004 in respect of matters relating to registration and of matters precedent and incidental thereto have been complied with.

Names and addresses of subscribers	Signatures
Equity Trustees One Limited 15-19 Athol Street Douglas Isle of Man IM1 1LB	D. E. MYERS Director Equity Trustees One Limited

Dated this 15th day of June 2009

Witness to the above signatures

A. CANNON

Alison Cannon
15-19 Athol Street
Douglas
Isle of Man
IM1 1LB

THE COMPANIES ACTS 1931 TO 2004

ISLE OF MAN

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

SPACE DATA ASSOCIATION LIMITED

(Adopted by Special Resolution dated 17th June 2010)

1. INTERPRETATION

1.1 In these articles of association, unless the context otherwise requires:

Advisory Committee: an advisory committee formed pursuant to Article 29;

Associate Member: a person deemed to be an “Associate Member” class of member of the Company pursuant to Article 7;

these Articles: these Articles of Association;

the Acts: the Companies Acts 1931 to 2004 including any statutory modification or re-enactment thereof for the time being in force and every other statutory provision for the time being in force relating to companies and affecting the Company;

address: a postal address or, for the purposes of electronic communication, a fax number or an e-mail address in each case registered with the Company;

the Board: the board of directors of the Company from time to time;

Chairman: has the meaning given to it in Article 20;

the Company: the company intended to be regulated by these Articles;

clear days: in relation to the period of a notice means a period excluding (a) the day when the notice is given or deemed to be given; and (b) the day for which it is given or on which it is to take effect;

Director: an Executive Member Director or a Standard Member Director;

Electronic Communication: e-mail (being a system for sending and receiving messages electronically over a computer network) or facsimile;

Executive Member: a person deemed an “Executive Member” of the Company pursuant to Article 5;

Executive Member Director: a director of the Company appointed pursuant to Article 17;

Group: in relation to a company (wherever incorporated), that company, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company; and each company in a Group is a member of the Group. Unless the context otherwise requires, the application of the definition of Group to any company at any time shall apply to the company as it is at that time;

Members: the Executive, Standard and Associate Members of the Company and **Member** shall mean any one of them;

the Memorandum: means the Memorandum of Association of the Company;

Qualified Supermajority: means one fewer than the number of Directors eligible to vote, whether or not such Directors attend a board meeting or are counted in a quorum. For the avoidance of doubt, if two Directors eligible to vote on a matter requiring a Qualified Supermajority do not attend the meeting, it will not be possible to obtain a Qualified Supermajority;

Satellite Operator: a body corporate or individual whose primary business is the operation of commercial satellites (including but not limited to the orbital control functions, the Telemetry, Tracking, Command & Ranging functions and the commercialisation of the capacity provided by the satellites);

seal: the common seal of the Company if it has one;

Secretary: the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

Standard Member: a person deemed a “Standard Member” of the Company pursuant to Article 6;

Standard Member Director: a director of the Company appointed pursuant to Articles 18;

1.2 Unless expressly defined in these Articles or unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Acts but excluding any statutory modification not in force when these Articles become binding on the Company.

1.3 In these Articles, unless the context otherwise requires:

- (a) words and expressions importing the plural shall be deemed to include the singular and vice versa;
- (b) words and expressions importing one gender only include all genders;

- (c) words and expressions importing persons include companies or associations or bodies of persons, whether incorporated or unincorporated; and
- (d) a reference to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision as subsequently re-enacted or consolidated and shall also include all instruments, orders and regulations for the time being made thereunder or deriving validity therefrom.

2. PRELIMINARY

- 2.1 The regulations contained in Table C in the Schedule to the Companies (Memorandum and Articles of Association) Regulations 1988 shall not apply to the Company, except so far as the same are repeated or contained in these Articles, and the following (as amended from time to time) shall be the regulations of the Company.

3. PRIVATE COMPANY

- 3.1 The Company is a private company within the meaning of Section 26 of the Companies Act 1931 and accordingly, no invitation shall be issued to the public to subscribe for any shares or debentures of the Company.

4. CLASSES OF MEMBER

- 4.1 Membership of the Company shall consist of the following classes:

- (a) Executive Members;
- (b) Standard Members; and
- (c) Associate Members.

- 4.2 No individual under the age of 18 years may become a member of the Company.

- 4.3 Membership of the Company is not transferable.

5. EXECUTIVE MEMBERS

- 5.1 Membership as an Executive Member as is open to individuals or bodies corporate who:
 - (a) are Satellite Operators operating a fleet of not less than 10 geosynchronous satellites; and

- (b) have actively participated in other relevant global conjunction analysis and radio frequency interference industry initiatives (such as SOCRATES GEO and SUIRG); and
- (c) show genuine interest in the support of the Company's objects; and
- (d) show respect for the rules of the International Telecommunication Union including the International Telecommunication Union Radio Regulations as amended from time to time; and
- (e) apply to the Company to become an Executive Member in the form required by the Board; and
- (f) meet the conditions set out in any addition rules or bye laws made by the Board pursuant to Article 37.1 for an application to become an Executive Member; and
- (g) provide a guarantee in accordance with paragraph 1.5 of the Company's Memorandum; and
- (h) are approved by a Qualified Supermajority or more of the Directors on the Board; and
- (i) have actually paid any joining fee and subscription fee due; and
- (j) are not part of a Group that includes another Executive Member or Standard Member.

5.2 Each Executive Member shall have the right to attend, speak and vote at all general meetings of the Company. On a show of hands or a poll vote, each Executive Member shall have one vote. Each Executive Member shall have the right to participate in all Advisory Committees.

5.3 The Board may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application.

5.4 The Board shall inform the applicant in writing of the refusal within twenty-one days of its decision and provide the reasons for the refusal.

5.5 The Board shall consider any written representations the applicant may make about the decision. The Board's decision following any written representations shall be notified to the applicant in writing but shall be final.

5.6 Any joining fee and subscription fee due from an Executive Member shall be payable at a time and at a rate determined by the Board.

6. STANDARD MEMBERS

- 6.1 Membership as a Standard Member is open to individuals or bodies corporate who:
- (a) own or operate one or more satellites in orbit; and
 - (b) show genuine interest in the support of the Company's objects; and
 - (c) show respect for the rules of the International Telecommunication Union including the International Telecommunication Union Radio Regulations as amended from time to time; and
 - (d) apply to the Company to become a Standard Member in the form required by the Board; and
 - (e) meet the conditions set out in any additional rules or bye laws made by the Board pursuant to Article 37.1 for an application to become a Standard Member; and
 - (f) provide a guarantee in accordance with paragraph 1.5 of the Company's Memorandum; and
 - (g) are approved by a majority of the Directors on the Board;
 - (h) have actually paid any joining fee and subscription fee due; and
 - (i) are not part of a Group that includes another Executive Member or Standard Member.
- 6.2 Each Standard Member shall have the right to attend and speak but not to vote at any general meetings of the Company save as expressly provided for in Article 18. On a poll vote under Article 18, each Standard Member shall have one vote.
- 6.3 Each Standard Member shall have the right to participate in all Advisory Committees specified by the Board.
- 6.4 The Secretary shall send to the Standard Member, as soon as practical after election, a formal notification of election, notification of any joining and/or the subscription fee due and payable (if any) and such papers as may be appropriate.
- 6.5 The Board may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application.
- 6.6 The Board shall inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision.
- 6.7 The Board shall consider any written representations the applicant may make about the decision. The Board's decision following any written representations shall be notified to the applicant in writing but shall be final.

6.8 Any joining fee and subscription fee due from a Standard Member shall be payable at a time and at a rate determined by the Board.

7. ASSOCIATE MEMBERS

- 7.1 Membership as an Associate Member is open to individuals or bodies corporate who:
- (a) show genuine interest in the support of the Company's objects; and
 - (b) apply to the Company to become an Associate Member in the form required by the Board; and
 - (c) meet the conditions set out in any additional rules or bye laws made by the Board pursuant to Article 37.1 for an application to become an Associate Member; and
 - (d) provide a guarantee in accordance with paragraph 1.5 of the Company's Memorandum; and
 - (e) are approved by a majority of the Directors on the Board; and
 - (f) have actually paid any joining fee and subscription fee due.
- 7.2 The Board may in its absolute discretion accept by majority vote an individual or body corporate as an Associate Member even if the individual or body corporate does not meet all of the criteria listed in Article 7.1.
- 7.3 Each Associate Member shall have the right to attend and speak but not to vote at any general meetings of the Company.
- 7.4 Each Associate Member shall have the right to participate in any Advisory Committee unless otherwise determined by the Board.
- 7.5 The Secretary shall send to an Associate Member, as soon as practical after election, a formal notification of election, notification of any joining and/or the subscription fee due and payable (if any) and such papers as may be appropriate.
- 7.6 The Board may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application.
- 7.7 The Board shall inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision.
- 7.8 The Board shall consider any written representations the applicant may make about the decision. The Board's decision following any written representations shall be notified to the applicant in writing but shall be final.

7.9 Any joining fee and subscription fee due from an Associate Member shall be payable at a time and at a rate determined by the Board.

8. TERMINATION OF MEMBERSHIP

8.1 Membership is terminated if:

- (a) the Member dies or, if it is not a natural person, ceases to exist or operate;
- (b) the Member resigns by written notice to the Company in accordance with Article 8.2 unless, after the resignation, there would be less than two Members;
- (c) any sum due from the Member to the Company is not paid in full within six weeks of it falling due;
- (d) the Member is removed from membership by a resolution approved by a Qualified Supermajority on the basis that it is in the best interests of the Company that its membership is terminated. A resolution to remove a Member from membership may only be passed if:
 - (i) the Member has been given at least twenty-one days' notice in writing of the meeting of the Board at which the resolution will be proposed and the reasons why it is to be proposed;
 - (ii) the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Company) has been allowed to make representations to the meeting;
- (e) the Member (1) is an Executive Member and (2) becomes part of a Group that includes a different Executive Member.

8.2 Membership may be terminated by a resolution approved by a Qualified Supermajority if a Member fails to meet any criteria of his membership class for a material period of time. A resolution to remove a Member from membership may only be passed if:

- (a) the Member has been given at least twenty-one days' notice in writing of the meeting of the Board at which the resolution will be proposed and the reasons why it is to be proposed;
- (b) the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Company) has been allowed to make representations to the meeting;

8.3 Any Director appointed by a Member being removed pursuant to Articles 8.1(d) or 8.2 shall not be eligible to vote on the resolution removing the Member.

8.4 Written notice of a Member's resignation as a Member of the Company shall be served on the Company at its registered office and the date of resignation shall be deemed to be the date such notice is received by the Company.

8.5 Where a person or body corporate ceases to be a Member of the Company, neither the former Member nor his assigns or successors shall have any right to compensation or other payment of any kind related to the cessation of membership, nor to the return of any monies that such Member may have paid to the Company by way of joining or subscription fees or donations.

9. RESTRICTIONS ON TRANSFER OR PAYMENT OF BENEFITS

9.1 The Company shall not pay or transfer directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, any portion of the income and property of the Company, wheresoever derived, to the Members of the Company.

9.2 For the avoidance of doubt, Article 9.1 shall not prohibit any payment or transfer of any kind made by the Company to any Member in consideration for the provision of goods, loans, services or rights to the Company pursuant to any contract, transaction or other arrangement.

10. MEMBERS' REGISTER

10.1 The Company shall keep a register of Members in which shall be set out the full name and address of each Member, the class of Membership, the date of admission of membership, and the date of termination of membership of the Company.

10.2 The fact that the name of a person or body corporate has been entered in the register of Members shall be conclusive evidence of that person's membership.

11. GENERAL MEETINGS

11.1 A general meeting shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and place as may be prescribed by the Board in default, at such time in the third month following that in which the anniversary of the Company's incorporation occurs, and at such place as the Board appoint.

11.2 All general meetings other than the annual general meetings referred to in Article 11.1 above shall be called extraordinary general meetings.

11.3 The Board may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in

default, may be convened by such requisitionists, as provided by section 113 of the Companies Act 1931.

12. NOTICE OF GENERAL MEETING

12.1 The minimum periods of notice required to hold a general meeting of the Company are:

- (a) twenty-one clear days' for an annual general meeting and an extraordinary general meeting called for the passing of a special resolution; and
- (b) fourteen clear days' for all other extraordinary general meetings,

but a general meeting may be called by shorter notice if it is so agreed by all the Members entitled to attend and vote.

12.2 The notice shall be given to all the Members and to the Board and auditors (each of whom shall be entitled to attend, if they wish) and shall specify the date time and place of the meeting, if the meeting is an annual general meeting and the general nature of the business to be transacted.

12.3 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

13. PROCEEDINGS AT GENERAL MEETING

13.1 All business that is transacted at an extraordinary general meeting, and all business that is transacted at an annual general meeting other than the sanctioning of a dividend, the consideration of the accounts, balance sheets and reports of the Board and auditors, the re-appointment of the auditors and the fixing of the remuneration of the auditors shall be deemed to be special business.

13.2 No business shall be transacted at any general meeting unless a quorum is present when the meeting commences business. Two persons entitled to vote upon the business to be transacted, each being a Member (or a proxy or an authorised representative of a Member), shall be a quorum.

13.3 If, within 15 minutes (or such longer time not exceeding one hour as the chairman of the meeting decides) from the time appointed for the meeting, a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved or, if convened in any other way, shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such time and place as the chairman or, failing him, the Board, shall determine.

- 13.4 General meetings shall be chaired by the Chairman. If there is no such person or he is not present within fifteen minutes of the time appointed for the meeting, a Director nominated by the Board shall chair the meeting. If there is only one Director present and willing to act, he shall chair the meeting. If no Director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the Members present and entitled to vote shall choose one of their number to chair the meeting.
- 13.5 The Members present and entitled to vote at a meeting may resolve by special resolution that the meeting shall be adjourned. In such circumstances, the person who is chairing the meeting shall decide the date time and place at which meeting is to be reconvened unless those details are specified in the resolution. No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place. If a meeting is adjourned for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date time and place of the meeting.
- 13.6 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded by:
- (a) the person chairing the meeting; or
 - (b) a Member entitled to vote.
- 13.7 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded. The result of the vote shall be recorded in the minutes of the Company but the number or proportion of votes cast need not be recorded.
- 13.8 On a poll votes may be given either personally or by proxy or authorised representative.
- 13.9 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting. If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 13.10 A poll shall be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be Members) and who may fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 13.11 A poll demanded on the election of a person to chair a meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall

be taken either immediately or at such time and place as the person who is chairing the meeting directs.

- 13.12 The poll shall be taken within thirty days after it has been demanded. If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 13.13 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.
- 13.14 If there is an equality of votes, whether on a show of hands or on a poll, the person who is chairing the meeting shall have a casting vote in addition to any other vote he may have.
- 13.15 A resolution in writing signed by each Member (or in the case of a Member that is an organisation, by its authorised representative) who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective. It may comprise several copies each signed by or on behalf of one or more Members entitled to vote.
- 13.16 Any objection to the qualification of any voter shall be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

14. ORGANISATIONS ACTING BY REPRESENTATIVES

- 14.1 Each Member of the Company who is a body corporate may nominate any person to act as its authorised representative at any meeting of the Company.
- 14.2 The Member shall give written notice to the Company of the name of its authorised representative. The Member's authorised representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Company. The Member's authorised representative may continue to represent the Member until written notice to the contrary is received by the Company.
- 14.3 Any notice given to the Company will be conclusive evidence that the Member's authorised representative is entitled to represent the organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the Member's authorised representative has been properly appointed by the Member.



15. PROXY

15.1 Any instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing. A proxy need not be a member of the Company.

15.2 The instrument appointing a proxy and the authority (if any) under which it is signed, or a certified true copy of such authority, shall be deposited at the registered office of the Company, or at such place as is specified for that purpose in the notice calling the meeting, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid, unless all those present at the meeting resolve that such instruments be treated as valid.

15.3 An instrument appointing a proxy may be in the following form, or any other form which the Board shall approve:

“I, _____, of _____, being a member of the Space Data Association Limited (the “Association”), hereby appoint _____ of _____, as my proxy to vote for me and on my behalf at the ordinary /extraordinary general meeting of the Company to be held on _____, and at any adjournment thereof.

Signed on

.....”

15.4 An instrument appointing a proxy shall be deemed to confer authority to demand or join in a poll.

16. NUMBER OF DIRECTORS

16.1 Unless otherwise determined by special resolution, the number of directors (other than alternate directors) shall not be subject to any maximum.

16.2 The minimum number of directors shall be two.

17. APPOINTMENT OF DIRECTORS BY EXECUTIVE MEMBERS

17.1 Each Executive Member shall be entitled to appoint one individual as a director of the Company and to remove from office any person so appointed and (subject to such removal) to appoint another person in his place.

17.2 Any appointment or removal of an Executive Member Director shall be by signed instrument in writing served on the Company by the Executive Member and shall take effect on and from the date on which such instrument is lodged or deposited at the registered office of the Company.

17.3 If any Executive Member Director is removed or resigns, the Executive Member may appoint another person as an Executive Member Director in his place.

18. APPOINTMENT OF DIRECTORS BY STANDARD MEMBERS

18.1 The Standard Members may appoint up to 2 Standard Member Directors in accordance with the following provisions:

- (a) At the first annual general meeting of the Company
 - (i) after 1st July 2010; and
 - (ii) where there are Standard Members of the Companythe Standard Members shall elect the appropriate number of individuals as directors (**Standard Member Directors**) of the Company;
- (b) If there are up to 10 Standard Members, the Standard Members may appoint 1 individual as a Standard Member Director;
- (c) If there are 10 or more Standard Members, the Standard Members may appoint 2 individuals as Standard Member Directors;
- (d) Each Standard Member Director shall retire from office at the second annual general meeting following his appointment;
- (e) A retiring Standard Member Director shall be eligible for re-election;
- (f) The Standard Members at the annual general meeting at which a Standard Member Director retires may fill up the vacated office by electing an individual as a Standard Member Director;
- (g) The Standard Members at the next annual general meeting following the resignation of a Standard Member Director may fill up the vacated office by electing an individual as a Standard Member Director;
- (h) Any Standard Member may propose an individual for appointment as a Standard Member Director by giving not less than 14 nor more than 35 clear days notice before the date of the annual general meeting. The notice should also be signed by that person confirming his willingness to be appointed as a Standard Member Director. A Standard Member may only propose one individual for appointment as Standard Member Director at any one annual general meeting;
- (i) The Standard Members shall elect an individual as a Standard Member Director by way of a poll vote with the individual or individuals with the most votes filling the vacant office or offices. In the event of a tie, an

individual shall be determined amongst those with equal votes by way of lot.

19. REMOVAL OF DIRECTORS

19.1 The office of a Director shall be vacated if:

- (a) he ceases to be a Director by virtue of any provision of the Acts or he becomes prohibited by law from being a Director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he becomes of unsound mind or a patient for any purpose of any law (of any jurisdiction) relating to mental health and the Board (excluding the Director concerned and, in his capacity as such, any alternate Director appointed by the Director) resolve that his office is vacated; or
- (d) he resigns his office by notice delivered to the Company at the office or tendered at a meeting of the Board; or
- (e) he is removed from office by an special resolution of the Company; or
- (f) the Executive Member appointing an Executive Member Director has ceased to be an Executive Member; or
- (g) he is a Standard Member Director and retires pursuant to Article 18.

20. CHAIRMAN

20.1 The Board may appoint any Director as chairman of the board of Directors (**Chairman**) and may remove and replace any such Chairman. The Chairman shall not have a casting vote.

21. ALTERNATE DIRECTORS

21.1 A Director (other than an alternate Director) may appoint as his alternate any other person who is willing to act and may remove from office an alternate Director so appointed by him.

21.2 An alternate Director shall be entitled to:

- (a) receive notice of all meetings of Board and of all meetings of committees of Board of which his appointor is a Member;
- (b) attend all meetings of Board and of all meetings of committees of Board of which his appointor is a Member;
- (c) vote at any such meeting at which the Director appointing him is not personally present; and

- (d) to perform all the functions of his appointor as a Director in his appointor's absence.

- 21.3 An alternate Director who is also a Director or who acts as alternate Director for more than one Director shall have one vote for every Director represented by him in addition to his own vote if he is also a Director.
- 21.4 An alternate Director, in his capacity as such, is not entitled to vote on a resolution on which his appointor is not entitled to vote.
- 21.5 An alternate Director shall cease to be an alternate Director for his appointor when his appointor ceases to be a Director.
- 21.6 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment and delivered to the office or tendered at a meeting of the Board or in any other manner approved by the Board.
- 21.7 Save as otherwise provided in these Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

22. POWERS OF THE BOARD

- 22.1 Subject to the provisions of the Acts, the Memorandum and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company.
- 22.2 No alteration of the Memorandum or Articles and no directions given by special resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by these Articles.
- 22.3 The Board may exercise all the powers of the Company to raise or borrow any sum or sums of money for the purposes of the Company and may raise or secure the repayment of such money in such manner, and upon such terms and conditions as they think fit.

23. DELEGATION OF BOARD POWERS

- 23.1 The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
- 23.2 The Board may delegate any of their powers to any committee consisting of one or more Directors. Any such delegation may be made subject to any conditions the Board may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more Members shall be governed by the Articles regulating the proceedings of Board so far as they are capable of applying.

24. BOARD INTERESTS

- 24.1 A Director shall, immediately after becoming aware of any conflict between his duty to act in the interests of the Company and any other interest in respect of a transaction entered into or to be entered into by the Company, disclose the interest to the Board.
- 24.2 For the purposes of Article 24.1, a disclosure to the Board to the effect that a Director is also a Member, director, officer or director of another named body or person or other arrangement and is to be regarded as interested in any transaction which may, after the date of the disclosure, be entered into between the Company and that other body or person, is a sufficient disclosure of interest in relation to that transaction.
- 24.3 A disclosure made pursuant to Article 24.1 shall be brought to the attention of every Director, provided that a disclosure shall be deemed to have been so made if it is made at the meeting of the Board at which the transaction was first considered or, if the Director in question was not at the date of that meeting interested in the transaction or aware that such Director was so interested, at the first meeting of the Board held after the Director became so aware or so interested (as the case may be).
- 24.4 Subject to Articles 24.1 to 24.3 (inclusive), a Director who is interested in a transaction entered into or to be entered into by the Company may not, without prior consent of a Qualified Supermajority of the other Directors:
- (a) vote on a matter relating to the transaction;
 - (b) attend a meeting of the Board at which a matter relating to the transaction arises and be included among the Board present at the meeting for the purposes of a quorum; and
 - (c) sign a document on behalf of the Company, or do any other thing in that person's capacity as a Director, that relates to the transaction.

24.5 Subject to law and provided that a Director has disclosed any interest in accordance with the Acts and these Articles, a Director, notwithstanding his office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body or person promoted by the Company or in which the Company is otherwise interested; and
- (c) shall not by reason of his office, be accountable to the Company for any benefit which such Director derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

25. BOARD REMUNERATION, GRATUITY AND PENSIONS

25.1 The Directors (including but not limited to any alternate Director appointed pursuant to Article 21) shall be entitled to such remuneration and reimbursement for reasonable travelling and lodging expenses (if any) for their services as may from time to time be determined by the Company in general meeting, and unless or until so determined, such remuneration as may be agreed between the Executive Members. Unless otherwise directed, any such remuneration shall be deemed to accrue from day to day and shall be divided amongst them as they may agree or, failing agreement, equally.

26. PROCEEDINGS OF THE BOARD

26.1 Subject to the provisions of these Articles, the Board may regulate their proceedings as they think fit.

26.2 A Director may, and the secretary at the request of a Director shall, call a meeting of the Board.

26.3 Save as expressly provided for in these Articles, questions arising at a meeting shall be decided by a majority of votes.

26.4 The following issues shall be decided by a majority of votes including a Qualified Supermajority of the Executive Member Directors:

- (a) the passing of the annual budget for the Company; and
- (b) any borrowing or the grant of any security by the Company

For the avoidance of doubt, the annual budget shall not be passed if a Qualified Supermajority of the Executive Member Directors do not vote in favour of it.

- 26.5 A Director who is also an alternate Director shall be entitled (in the absence of his appointor) to a separate vote on behalf of his appointor in addition to his own vote.
- 26.6 The quorum for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two Directors.
- 26.7 A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum.
- 26.8 An alternate Director who is also a Director is treated as two Directors at a meeting at which his appointor is not present, but at least one other Director shall be present to constitute a quorum.
- 26.9 The continuing Director, or a sole continuing Director, may act notwithstanding any vacancies in their number, but, if the number of Director(s) is less than the number fixed as the quorum, the continuing Board, or Director, may act only for the purpose of filling vacancies or of calling a general meeting.
- 26.10 Unless he is unwilling to do so, the Chairman shall preside at every meeting of the Board at which he is present. If there is no Director holding that office or if the Director holding it is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the Board present may appoint one of their number to be chairman of the meeting.
- 26.11 All acts done by a meeting of the Board, or of a committee of the Board, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office or had vacated office or were not entitled to vote, be valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 26.12 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board or of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more of the Board members, but a resolution signed by an alternate need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.
- 26.13 A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote. If this would result in there not being a quorum, the meeting shall proceed as if the resolution had not been part of its business.

26.14 If a question arises at a meeting of the Board or of a committee of the Board as to the right of a Director to vote which is not resolved by his voluntarily agreeing to abstain from voting, the question (except where the Director concerned is the Chairman of the meeting) may, before the conclusion of the meeting, be referred to the Chairman of the meeting. If the question concerns the Chairman, it shall be decided by a resolution of the Board, for which purpose the Chairman shall be counted in the quorum, but shall not be entitled to vote. The Chairman's ruling or the resolution of the Board shall be conclusive.

26.15 All acts done by a meeting of the Board, or of a committee of the Board, shall be valid notwithstanding the participation in any vote of a Director:

- (a) who was disqualified from holding office; or
- (b) who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise; or
- (c) if without:
 - (i) the vote of that Director; and
 - (ii) that Director being counted in the quorum;

the decision has been made by a majority of the Board at a quorate meeting.

26.16 Article 26.15 does not permit a Director to keep any benefit that may be conferred upon him by a resolution of the Board or of a committee of the Board if, but for Article 26.15, the resolution would have been void, or if the Director has not complied with Articles 24.1 to 24.3 (inclusive).

26.17 Any Director or member of a committee of the Board may participate in a meeting of the Board or such committee by means of telephonic or similar communications whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting. For the avoidance of doubt, provided that sufficient number of the Board or members of such committee can hear each other as aforesaid, it shall not be necessary for two or more of them to be present in the same location in order to constitute a quorum for the purposes of such meeting.

27. MANAGEMENT AND CONTROL

27.1 The management and control of the business of the Company shall be in and from the Isle of Man or in and from such other place as the Board shall decide.

28. SECRETARY

28.1 Subject to the provisions of the Acts, the secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit and any secretary so appointed may resign or be removed from office by the Board, but without prejudice to any right of compensation to which he is entitled.

29. ADVISORY COMMITTEES

29.1 The Board may from time to time appoint advisory committees comprising of representatives of Executive Members, Standard Members, Associate Members and other third parties, which shall consider and may make recommendations to the Board regarding the studies and work of the Company as and when referred to them by the Board or in accordance with any rules set down by the Board pursuant to Article 37. An Advisory Committee shall deliver its recommendations to the Board.

29.2 An Advisory Committee has no executive power and has no power or authority to authorise or approve on behalf of the Company or to put into action any recommendations it makes on any matter which has been referred to it for consideration.

29.3 At no time shall the Board be obligated to act upon any advice or recommendation of the Advisory Committee.

30. SEAL

30.1 The seal shall only be used by the authority of the Board or of a committee of Board authorised by the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director.

31. MINUTES

31.1 The Board shall keep minutes of all:

- (a) appointments of officers made by the Board;
- (b) proceedings at meetings of the Company;
- (c) meetings of the Board and committees of Board including:
 - (i) the names of the Directors present at the meeting;
 - (ii) the decisions made at the meetings; and
 - (iii) where appropriate the reasons for the decisions.

32. ACCOUNTS

- 32.1 No Member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the Company.
- 32.2 Subject to the Act and the laws of the Isle of Man, the Company may elect to dispense with compliance with the requirements of the Act which relate to the audit of the accounts of the Company.

33. NOTICES

- 33.1 The Company may give any notice to any person, either personally or by sending it by post or other delivery service in a first-class prepaid envelope addressed to such person at its registered address or by leaving it at that address or by using Electronic Communication to an address for the time being notified to the Company by such person.
- 33.2 A Member who does not register an address with the Company shall not be entitled to receive any notice from the Company.
- 33.3 Any notice, certificate or other document, addressed to a person at his registered address shall, if sent by post, be deemed to have been given at the expiration of seventy-two hours after the envelope was posted and, if sent by Electronic Communication, be deemed to have been given at the expiration of twenty-four hours after the Electronic Communication was sent.
- 33.4 In proving such service or delivery it shall be sufficient to prove that the envelope containing the notice or document was properly addressed and put into the post as a prepaid letter or, in the case of a notice sent by Electronic Communication, to prove that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators.
- 33.5 Any notice not sent by post, but delivered or left at a registered address, shall be deemed to have been served or delivered on the day on which it was so delivered or left.
- 33.6 A Member or Director present in person at any meeting shall be deemed to have received notice of the meeting and of the purposes for which it was called.



34. INSURANCE AND INDEMNITY

34.1 The Company shall be entitled to purchase and maintain insurance for any Director or other officer or auditor of the Company against any liability attaching to such persons in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

34.2 The Company shall indemnify every Director or other officer or auditor of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the Director or in which the Director is acquitted or in connection with any application in which relief is granted to the Director by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

35. DISTRIBUTION OF NET PROFIT AND CAPITAL

35.1 The Board shall be under no obligation to make any distributions, donations or gifts at any time during the life of the Company, but may make any such distributions, donations or gifts at their discretion, but always subject to the Memorandum and the Acts.

35.2 The Directors may from time to time determine that any amount for the time being standing to the credit of the Company's net profit account, or revenue reserves, may be capitalised and transferred to the capital reserves of the Company.

35.3 For the avoidance of doubt, no provision of these Articles divides nor is intended to divide the undertaking of the Company into shares or interests.

36. DISSOLUTION

36.1 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other charitable institution or institutions having purpose similar to the purpose of the Company, and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company under or by virtue of Clause 1.4 of the Memorandum, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

37. RULES

37.1 The Board may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Company. The Board shall adopt such means as they think sufficient to bring the rules and bye laws to the notice of Members of the Company.

37.2 The bye laws may regulate the following matters but are not restricted to them:

- (a) the admission of Members of the Company, including the criteria for admission and the subscriptions and other fees or payments to be made by Members;
- (b) the conduct of Members of the Company in relation to one another, and to the Company's employees and volunteers;
- (c) an Advisory Committee including, but not limited to, its constitution, membership, purpose, the remuneration of its members and the conduct of its meetings;
- (d) the procedure at general meetings and meetings of the Board in so far as such procedure is not regulated by the Acts or by these Articles;
- (e) generally, all such matters as are commonly the subject matter of company rules.

37.3 The rules or bye laws shall be binding on all Members of the Company. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.

37.4 The Company in general meeting has the power to alter, add to or repeal the rules or bye laws.



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**COMPANIES REGISTRY
ISLE OF MAN**

Certificate of Incorporation

THE FINANCIAL SUPERVISION COMMISSION CERTIFIES THAT

SPACE DATA ASSOCIATION LIMITED

is this day incorporated under the COMPANIES ACTS 1931 to 2004 and that the Company is Limited.

This 19TH day of JUN 2009

Manager
Companies Registry

The Companies Registry is part of the Isle of Man Financial Supervision Commission. This certificate does not constitute a licence to conduct banking, investment, CSP, insurance or other business regulated by the Financial Supervision Commission or the Insurance and Pensions Authority.

SPACE DATA ASSOCIATION LIMITED
AEGIR HOUSE
CROIT E QUILL ROAD
LAXEY
IM4 7JJ

Please Contact: David Woodriff
Email: companysection.itd@itd.treasury.gov.im
Our Reference: C139757-70
Your Reference:
Date: 24 January 2024

Dear Sirs

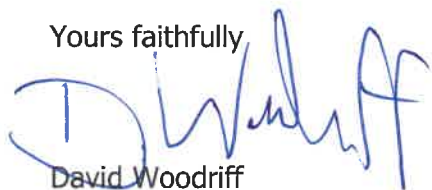
Re: Confirmation of Residency

I hereby confirm that Space Data Association Limited, a company incorporated in the Isle of Man, is resident for income tax purposes. The company's tax reference number is C139757-70 and the registered office is:

Space Data Association Limited
Aegir House
Croit E Quill Road
Laxey
IM4 7JJ

I can confirm that the company has no outstanding liabilities and is up to date with its filing obligations.

Yours faithfully



David Woodriff
Technical Caseworker