

Members of the Association

**AGREEMENT**

The European Power Supplies Manufacturers' Association

Revision history:

Original – 27<sup>th</sup> March 2002

Member detail and Secretariat update - 30<sup>th</sup> May 2016

Member details – 14<sup>th</sup> September 2018

Vice Chairman added, Nextys member removed 23<sup>rd</sup> Dec 2019

Removal of EEIG reference and member update 29<sup>th</sup> April 2021

**THIS AMENDED AGREEMENT** is made on (Date)

**BETWEEN:** (Member name)

**WHEREAS:**

- (A) The parties to this agreement either manufacture, or design or conduct research into or develop power supplies (the "Services") in the respective countries in which they carry on business.
- (B) Each party has agreed with the other parties to this Agreement to form an Association to provide a forum that can discuss and progress issues of common importance to the members of the Association and to assist in the development of their business so as to be able to provide the Services more effectively and conveniently.

**IT IS AGREED** as follows: -

**1. Interpretation**

1.1. In this agreement:

"Associates" means any enterprise, corporation or organisation admitted to the Association in accordance with this agreement, and "Associate" means any one of the Associates.

"Deed of Adherence" means a deed in the form set out in the Schedule or in such other form as all of the Members may from time to time agree.

"European Power Supply Industry" means the manufacture, design and development of power supplies within Europe.

"Managers" means the managers appointed in accordance with this agreement, and "Manager" means any one of them.

"Members" means the parties to this agreement and where the context so permits includes any additional Members admitted to the Association in accordance with this agreement, and "Member" means any one of the Members.

"Termination Date" means the date on which a Member's resignation or expulsion becomes effective.

1.2. In this Agreement: -

1.2.1. a reference to a clause is a reference to a clause of this agreement; and

1.2.2. a word importing the singular includes the plural and vice versa and a word importing a gender includes each other gender.

1.3. The headings in this Agreement do not affect its interpretation.

**2. Formation**

By this agreement the Members agree to form an Association

### **3. Name**

The name of the Association shall be "The European Power Supplies Manufacturers' Association".

### **4. Address**

The official address of the Association shall be EPSMA Secretariat – 20, Little Haseley, Oxfordshire, OX44 7LH United Kingdom

### **5. Objects**

5.1. The objects of the Association shall be:

5.1.1. to assist in the development of the Services through the use of the market research and customer development in a manner permitted by the Members' national laws and to market and publicise the European Power Supply Industry;

5.1.2. to provide the Members and Associates with information regarding the provisions and proposals of the European Commission with particular reference to the harmonisation of laws, and other regulatory issues and standards affecting the Services and the European Power Supply Industry;

5.1.3. to provide a forum that can discuss and progress issues of common importance to the Members and Associates;

5.1.4. to provide and promote educational and vocational training standards and links with the European Power Supply Industry;

5.1.5. to do such other things as are in the opinion of the Members incidental or conducive to sub clauses (5.1.1) to (5.1.4) above;

5.1.6. to allow each Member to include on its business and promotional materials an indication that it is a member of the Association in a manner permitted by that Member's national laws.

5.2. The objects of the Association can only be amended, altered or varied with the unanimous consent of all the Members in writing.

### **6. Members and Associates**

6.1. Enterprises, corporations and organisations where principal business comprises the carrying out of the Services shall be invited to apply for admission to the Association as Members.

6.2. Enterprises, corporations and organisations whose business is deemed by the Association to be supportive of the European Power Supply Industry shall be invited to apply for admission to the Association as Associates. Associates shall not be required to make annual contributions and shall be entitled to participate in the activities of the Association, but shall have no right to vote nor power to enforce the provisions of this agreement.

- 6.3. The Members may agree by unanimous decision to admit a new Member or Associate to the Association.
- 6.4. Any new Member or Associate shall agree to be bound by the terms of this agreement and shall enter into Deed of Adherence.

## **7. Duration**

- 7.1. The Association is formed for an indefinite period and shall continue unless and until it is terminated in accordance with clause 24, but without prejudice to the power to expel a Member or Associate as provided in clause 22.

## **8. Financial Contributions**

- 8.1. The Members and Associates shall contribute each year to the costs and expenses of the Association in such amounts as shall be agreed by all the Members from time to time. (A draft annual budget outlining the projected income and expenses of the Association for the relevant Association Financial Year shall be prepared and distributed to the Members and Associates by the Managers for approval by all of the Members.) The Association Financial Year shall commence on the first day of October each year and end on the last day of the following September.
- 8.2. Contributions shall be paid by Members and Associates within 30 days of the date of the relevant invoice.
- 8.3. Contributions shall be paid by new Members and Associates within thirty days of the date of admission as a Member or Associate, as the case may be.

## **9. Intentionally blank**

## **10. Representation**

Members shall be represented, where appropriate, by their Managers or by representatives duly appointed in writing by a Member ("the Representatives").

## **11. Management**

- 11.1. The Association shall be managed by not less than nine Managers of whom two shall be appointed to the offices of Chairman and Vice Chairman,
- 11.2. The following are appointed as the Managers:
  - 11.2.1. Chairman: Bernard ERDL c/o Puls GmbH Elektrastrasse 6, D-81925 Munich, Germany.
  - 11.2.2. Vice Chairman: Manfred Schlenk c/o Infineon Technologies AG Am Campeon 1-15, 85579 Neubiberg Germany
- 11.3. At the first Annual General Meeting of the Association and at every subsequent Annual General Meeting one half of the Managers of the number nearest to one half shall retire from office. The Managers to retire by rotation shall be those who have been longest in

office since their last appointment or re-appointment, but as between persons who become or were last re-appointed Managers on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. If the Association at the General Meeting at which a Manager retires by rotation does not fill the vacancy the retiring Manager shall if willing to act be deemed to have been re-appointed unless at the General Meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Manager is put to the General Meeting and lost.

- 11.4. The Managers may appoint a Representative who is willing to act to be a Manager to fill a vacancy. A Manager so appointed shall hold office only until the next following Annual General Meeting and shall not be taken into account in determining the Managers who are to retire by rotation at the Annual General Meeting. If not re-appointed at such Annual General Meeting the Manager shall vacate office at the conclusion thereof.
- 11.5. The Managers shall have the power to represent the Association and to do anything necessary or useful for the achievement of the objects of the Association including without limitation:
  - 11.5.1. to appoint and remove all agents and to prescribe such powers and duties for agents as the Managers may deem to be in the best interests of the Association.
  - 11.5.2. to conduct, manage, control the affairs of the Association in a manner which the Managers may deem to be in the best interests of the Association.
- 11.6. No Manager shall have the power to bind the Association unless he is acting within the scope of a resolution passed in accordance with clause 14 of this Agreement.

## **12. Annual General Meetings and Extraordinary General Meetings**

- 12.1. An annual General Meeting of the Association, shall be held at least once in each Association Financial Year for the purpose of:
  - 12.1.1. Approving the Minutes of the previous Annual General Meeting;
  - 12.1.2. Reviewing of the annual report of the Chairman;
  - 12.1.3. The appointment or re-appointment of the Managers (including where appropriate the appointment of the Chairman, the Vice Chairman and the Treasurer);
  - 12.1.4. Approving the annual audited accounts of the Association;
  - 12.1.5. The appointment or re-appointment of the Auditors to the Association.
- 12.2. The annual General Meeting shall be held no later than 3 months after the end of each Association Financial Year.
- 12.3. An Extraordinary General Meeting shall be convened if demanded in writing by not less than one third of all the Members of the Association with such demand to be addressed to the Chairman specifying the business to be transacted at such Extraordinary General Meeting.

- 12.4. The Managers shall have the power to convene an Extraordinary General Meeting of the Members.
- 12.5. General Meetings shall be called by at least twenty-one clear days' notice in writing to all the Members and Associates and such notice shall specify the time and place of the General Meeting and the general nature of the business.

### **13. Proceedings at General Meetings**

- 13.1. At a General Meeting, each Manager or Representative shall be entitled to vote on behalf of its Member and shall each have one vote. The Associates shall be entitled to attend the General Meetings but shall not be entitled to vote thereat.
- 13.2. No business shall be transacted at any General Meetings unless there shall be a quorum. The quorum for General Meeting shall be not less than one third of all the Members of the Association.
- 13.3. Subject to the provisions of this agreement which provide otherwise resolutions can be passed by a majority vote of two thirds of the Managers or Representatives attending the General Meeting. A secret ballot shall be conducted if called for by any Manager or Representative of behalf of a Member.
- 13.4. The General Meetings can be conducted by telephone conference, provided that each Manager or Representative who participates is able to hear and / or address each of the other Managers or Representatives simultaneously.
- 13.5. A resolution in writing signed by all of the Members shall be as effective as a resolution passed at a Meeting of the Members duly convened and held and may consist of several instruments in the like form each executed by one or more of the Members provided that all of the Members have signed such resolution within one month of each other

### **14. Meetings of Managers**

- 14.1. Any Manager may call a meeting of the Managers to consider issues relevant to the Association (a "Meeting of Managers") upon not less than fourteen days' prior written notice, or such shorter time as agreed by all Managers in writing. The Managers shall meet as frequently as may be necessary in the best interests of the Association but in any event not less than four times in each Association Financial Year.
- 14.2. No business shall be transacted at any Meeting of Managers unless there shall be a quorum. The quorum for a Meeting of Managers shall be five Managers. Each Manager shall have one vote.
- 14.3. Subject to the provisions of this agreement which provide otherwise resolutions of the Managers can be passed by 75% of those Managers present at the relevant meeting.
- 14.4. Meetings of Managers may be conducted by telephone conference, provided that each Manager who participates is able to hear and/or address each of the other Managers simultaneously.
- 14.5. A resolution in writing signed by all of the Managers shall be as effective as a resolution passed at a Meeting of Managers duly convened and held and may consist of several

instruments in the like form each executed by one or more of the Managers, provided that all of the Managers have signed such resolution within one month of each other.

- 14.6. In the event of persistent absences from the Meetings of Managers by a Manager, the remaining Managers may by unanimous vote deem his position to be vacant.

## **15. Expenditure**

- 15.1. Subject to clause 15.2 expenditure on behalf of the Association shall be authorised in accordance with clause 14.3 or clause 14.5 and shall only be authorised where such expenditure is necessary in the furtherance of the aims of the Association.
- 15.2. Expenditure necessary for the furtherance of the aims of the Association of an urgent nature may be incurred by the joint decision in writing of any two of the Chairman, Vice Chairman and Treasurer and details of such expenditure shall be presented to a Meeting of Managers for ratification by all the Managers attending such meeting.
- 15.3. Proper and full records of all expenditure and income of the Association shall be maintained by the EPSMA Secretariat.
- 15.4. The accounts of the Association for any Association Financial Year shall be audited annually by the auditors of the Association and presented to the Annual General Meeting for approval by the Members.

## **16. Alteration of this agreement**

Save where unanimity is required by the provisions of this agreement any alteration to the terms of this agreement can be made by a majority of two thirds of the Members attending a General Meeting.

## **17. Confidentiality**

Each Member and Associate shall at all times use all reasonable endeavours to keep confidential, and to ensure its employees and agents keep confidential, any confidential information it may acquire in relation to the Association or any other Member or Associate of the Association.

## **18. Announcements**

- 18.1. Any announcement, circular or other publicity material relating to this agreement or the Association shall only be published by a Member or Associate with the prior written approval of the Managers in accordance with this agreement.
- 18.2. This clause does not affect any statutory or regulatory requirement.

## **19. Promotion**

The Members and Associates shall use all reasonable endeavours to develop the activities of the Association in accordance with the objects set out in this agreement.

## **20. Assignment**

No Member or Associate may, without unanimous consent of the other Members assign its participation in the Association to a third party or to another Member. Where a Member is a partnership, a change in the individuals who are partners in that partnership shall not affect its membership in the Association.

## **21. Termination**

Any Member or Associate shall be entitled to terminate its membership of or associated status within the Association with immediate effect by giving written notice to the Association at its official address. No contributions to the Association made by any Member or Associate shall be refunded to such Member or Associate on such termination.

## **22. Expulsion of a Member or Associate**

22.1. A Member or Associate may be expelled from the Association if:

22.1.1. it seriously fails in its obligation or if it causes or threatens to cause serious disruption in the operation of the Association;

22.1.2. it goes into compulsory or voluntary liquidation (or the analogous status in any jurisdiction); or

22.1.3. it ceases or threatens to cease wholly or substantially to carry on its business.

22.2. Expulsion shall be effected by resolution passed by a majority of two thirds of the Members at General Meeting. The Member or Associate which is the subject of the expulsion resolution shall have the right to make representations at the Meeting, but shall not be entitled to vote on that resolution and shall not count towards the quorum.

22.3. No contribution to the Association made by any Member or Associate shall be refunded to such Member or Associate on such termination.

## **23. Profits**

The net surplus or losses of the Association shall be retained but available for distribution equally amongst the fee-paying Members and Associates.

## **24. Winding Up**

24.1. The Association may be wound up by a resolution passed by majority of two thirds of the Members in General Meeting.

24.2. After the payment of all debts of the Association, any surplus shall be divided equally amongst the Members and Associates.

## **25. No partnership**

Nothing in this agreement shall constitute a partnership between the Members.



**26. Notices**

- 26.1. Any notice given under this agreement shall be delivered personally or sent by first class recorded delivery post or telex or facsimile or tracked email. Any document shall be deemed to have been served if delivered, at the time of delivery or, if posted, on the third business day after posting or, if sent by telex or facsimile or tracked email, two hours after the time of despatch.
- 26.2. The address for service of each Member or Associate shall be at its address referred to in this agreement or such other address as it may notify in writing to each of the other Members.

**27. Governing Law**

This agreement shall be governed by and shall be construed in accordance with English law.

**IN WITNESS** of which this agreement has been executed on the date which first appears.