

## ARTICLES OF ASSOCIATION

### ARTICLE I

#### Title

Articles of Association to regulate the activities and affairs of an association known as the International Air Transport Association ("IATA").

### ARTICLE II

#### Definitions

In these Articles of Association, unless the context otherwise requires:

1. "Act of Incorporation" means An Act to Incorporate the International Air Transport Association, Statutes of Canada, 1945, Chapter 51 (Assented to December 18, 1945) as amended from time to time;
2. "Air Service" means the public transport of passengers, mail or cargo by aircraft;
3. "Airline" means an entity operating an air service;
4. "Applicant Airline" means any Airline that makes an application for IATA membership pursuant to Article V of these Articles;
5. "Articles" means the by-laws, articles of association, rules and regulations adopted pursuant to Section 5 of the Act of Incorporation;
6. "Board" means the Board of Governors established pursuant to Article VIII (2)(a) of these Articles;
7. "Committee of the Board" means any committee of the Board formed in accordance with the Rules and Regulations of the Board of Governors;
8. "Dues" means any prescribed amounts required to be paid by a Member to maintain membership in IATA and any other duly authorized assessment;
9. "Fees" means any prescribed amounts required to be paid by an Applicant Airline to apply for and to acquire membership in IATA;
10. "General Meeting" means the Annual General Meeting or a Special General Meeting;
11. "IATA Conferences" means the Conferences established by a General Meeting pursuant to Article XII (3)(e) of these Articles;
12. "Industry Committees" means the committees established by the Director General with the approval of the Board pursuant to Article XV (4) of these Articles;
13. "Limitation" means the loss of all rights and privileges of membership;
14. "Member" means a member Airline of IATA, admitted pursuant to the terms of Article V of these Articles;
15. "Membership Office" means the IATA department designated by the Director General from time to time, responsible for the membership matters set out in these Articles;
16. "Presiding Officer" means the individual who presides over a General Meeting in accordance with the Rules of Procedure of General Meetings.

## **ARTICLE III**

### Head Office

The Head Office of IATA shall be at Montreal, Canada or at such other place as a General Meeting may determine by amendment to these Articles.

## **ARTICLE IV**

### Mission and Aims of IATA

The mission of IATA is to represent, lead and serve the airline industry. In carrying out this mission IATA shall:

1. Promote safe, reliable and secure air services for the benefit of the peoples of the world;
2. Provide means of collaboration among Airlines in compliance with applicable law;
3. Cooperate with the International Civil Aviation Organization and other relevant international organizations.

## **ARTICLE V**

### Membership

#### 1. Criteria for eligibility

An Applicant Airline must meet the following criteria to be eligible for IATA membership:

- i. Operate an Air Service;
- ii. Maintain a valid IATA Operational Safety Audit (IOSA) Registration or equivalent as it may be renamed from time to time; and
- iii. Have operated an Air Service for a period of not less than two (2) years and performed for each of those years at least five million (5,000,000) revenue tonne-kilometers. However, an Applicant Airline that does not meet the criteria set out in this Article V.1.a.iii may be admitted to membership if the Board considers that to be in the interest of IATA.

#### 2. Application for membership

Upon application for IATA membership, an Applicant Airline shall submit to the Membership Office the following:

- a. a valid IATA Operational Safety Audit (IOSA) Registration or equivalent as it may be renamed from time to time;
- b. a copy of the Air Operator's Certificate (AOC), or its equivalent, valid for a minimum period of six (6) months, issued and certified by the relevant authority in the Applicant Airline's country of registration, together with any applicable operational specifications;
- c. other supporting documentation as specified in the membership form provided by the Membership Office;
- d. Fees and Dues in accordance with Article V (5).

#### 3. Process for approval of membership

- a. Applications for IATA membership shall be made in the form provided by the Membership Office, include the documents required under Article V (2) of these Articles and be submitted together with the application fee to the Membership Office. When the application is complete, the Membership Office shall submit the application to the Board, along with its recommendation. All applications are

subject to the approval of the Board.

b. Membership shall become effective once payment in full of all Fees and payment of Dues for the current year are received and upon approval by the Board.

c. Any Applicant Airline whose application for membership is not approved by the Board may appeal the decision to the next Annual General Meeting, the decision of which shall be final.

#### 4. Rights and Privileges of Members

All Members not in Limitation shall enjoy the same rights and privileges attaching to membership in IATA.

#### 5. Fees and Dues

a. Upon the written request of the Director General, acting on behalf of the Board, a Member shall provide, by the date specified in the request, all data necessary to establish the annual Dues payable by the Member. If such data is not provided by the specified date, the Board may prescribe the amount of Dues to be paid.

b. Unless otherwise determined by the Board or by the Director General upon the Board's delegation to him or her, annual Dues shall be payable when invoiced and in the currency or currencies set out in the invoice.

c. Interest on arrears of Dues shall accrue and be payable at a rate equal to the daily rate charged by IATA's primary bank operating lender from time to time, as determined by the Board or by the Director General upon the Board's delegation to him or her, plus 1% per annum thereon. The Board or the Director General upon the Board's delegation to him or her may waive this requirement because of exceptional circumstances.

d. A Member giving notice of resignation is liable to pay all Dues payable up to and including the year of resignation.

e. Any Member under Limitation is liable to pay all Dues assessed during the period of Limitation.

f. When membership in IATA has been terminated, all Dues outstanding on the effective date of termination are payable.

g. Fees and Dues paid by a Member are not refundable under any circumstances.

h. Any General Meeting may approve any special assessments and conditions and procedures relating to IATA membership.

#### 6. Membership Resignation, Limitation and Termination

##### a. Resignation

A Member may resign at any time by giving not less than thirty (30) days' written notice to the Membership Office.

##### b. Limitation

i. Any Member in arrears in the payment of Dues and interest for a period of more than ninety (90) days shall be placed in Limitation by the Membership Office and lose all rights and privileges of membership during the period that the Limitation is in effect, unless the Board has agreed to alternative financial arrangements.

ii. The Membership Office shall indicate in the notice of Limitation to the Member the effective date of the Limitation, and the conditions to be met for the Limitation to be removed.

iii. A Limitation will be enforced against Members that have payments of USD3,000 or more

overdue to IATA for more than 120 days.

c. Termination

i. A Member no longer meeting the criteria for eligibility for membership may have its membership terminated by the Board ninety (90) days after the occurrence of the event giving rise to its ineligibility.

ii. A Member declared bankrupt or filing for or being granted protection from creditors under applicable bankruptcy and/or insolvency laws or placed under administration or in receivership, or making a voluntary assignment for the benefit of its creditors, or going into liquidation otherwise than for the purpose of amalgamation or reconstruction, or ceasing to hold the authority to operate, or otherwise ceasing to carry on the business that qualifies it for membership, may have its membership terminated by the Board effective thirty (30) days from the date of occurrence of such event.

iii. Notwithstanding Articles V (6)(c)(i) and V (6)(c)(ii), the Board may, upon the written request of the Member concerned, postpone the effective date of termination for a fixed period, as appropriate.

iv. The Board may also terminate membership if:

1) a Member is in breach of these Articles or any rule or regulation adopted under these Articles;

2) a Member has committed any act or omission which is prejudicial to the mission and aims of IATA;

3) a Member has been placed in Limitation for a period of at least one (1) year.

v. A membership may be terminated at any time by a vote of two-thirds of the Members registered and present at a General Meeting.

7. Right to be Heard and Arbitration

a. A Member that has had its membership terminated by the Board and received a notice of termination may, by written notification to the Corporate Secretary within thirty (30) days of receipt of the notice, invoke its right to be heard by the Board. Invocation of this right shall suspend the effective date of the termination, pending the results of the hearing by the Board. The Member shall continue in Limitation or if it was not in Limitation at the date of the notice of termination, it shall continue to enjoy all rights and privileges of membership.

b. A Member may seek arbitration under the IATA Arbitration Rules in the following circumstances:

i. if, following a hearing in accordance with Article V (7)(a) above, the Board confirms the termination; or

ii. if its membership is terminated by a General Meeting.

Invocation of this procedure shall suspend the effective date of the termination, pending the results of the arbitration.

c. The decision of the arbitration tribunal shall be final and binding. If the decision confirms the termination, it shall be effective on the date of the decision and the costs of the arbitration shall be borne by the Member. If the decision is in favor of the Member, the termination shall be revoked as of the date of the original termination and the costs shall be borne or reimbursed by IATA.

8. Voluntary Suspension of Membership

At the written request of a Member, the Board may agree to suspend its membership for a fixed period if the Board considers it in the interest of IATA. During the period of suspension, the Member shall not

be required to pay any Dues but shall not exercise any rights and privileges of membership.

## 9. Re-Application

An Airline that ceases to be a Member whether through resignation or termination may re-apply for membership and in such event the Board may specify the terms and conditions to be fulfilled, including payment of any Fees and Dues, before membership can be effective.

## ARTICLE VI

### IATA Affiliates

The Board may establish a class of membership known as "IATA Affiliates", and determine the criteria for membership, and the rights and duties thereof.

## ARTICLE VII

### Annual Budget and Audited Consolidated Financial Statements

1. The Board shall approve the annual budget and prepare, approve and submit the audited annual consolidated financial statements to the next Annual General Meeting.
2. The approved audited annual consolidated financial statements shall be accompanied by a certification by each of the Director General and the Chief Financial Officer to the effect that:
  - a. the audited annual consolidated financial statements present fairly the financial conditions, results of operations and cash flows of IATA and do not contain an untrue statement of material fact or omit to state any material fact; and
  - b. appropriate disclosure controls and procedures have been established to provide reasonable assurance that all material information is made known to the Director General and the Chief Financial Officer.

## ARTICLE VIII

### Authority/General Powers

1. A General Meeting is vested with the ultimate authority to exercise all of the powers of IATA.
2.
  - a. There shall be an executive committee to be known as the "Board of Governors" with authority to exercise all such powers of IATA as are not by law, the Act of Incorporation or these Articles required to be exercised by a General Meeting.
  - b. The Board is accountable to a General Meeting for the overall performance of IATA.

## ARTICLE IX

### General Meetings

A majority of Members registered at a General Meeting shall constitute a quorum for the duration of that General Meeting. No proxy may be appointed by any Member.

## ARTICLE X

### Majority Vote (General Meetings)

1. At any General Meeting, each Member represented by its official representative shall have the right to exercise one vote.
2. At any General Meeting a vote shall be determined by a simple majority of those registered and present, unless a greater majority is otherwise specifically required by these Articles or the Rules

of Procedure of General Meetings.

## **ARTICLE XI**

### Voting Procedure (General Meetings)

1. Voting at any General Meeting shall take place by a show of hands or any equivalent electronic voting system and any Member may request a repeat vote.
2. A roll call vote or secret ballot may be requested at any time by a majority of the Members registered and present at a General Meeting.
3. A roll call vote or vote by secret ballot shall be taken in such manner as the Presiding Officer of the General Meeting directs.

## **ARTICLE XII**

### Annual General Meetings

1. The Annual General Meeting ("AGM") shall be convened at a place and time agreed to by a previous AGM. In the absence of such decision or should the Board deem it impractical to hold the AGM at the place and/or time so decided, the Board shall determine the place and/or time of the AGM.
2. Not less than forty-five (45) days in advance of the AGM, Members may submit to the Board, through the Corporate Secretary, matters for inclusion on the agenda. Any matter so submitted by a Member which shall not have been included on the agenda may be considered at the AGM upon a majority vote of Members registered and present and any other matter may be considered at the AGM only upon a two-thirds vote. The Corporate Secretary shall provide Members with not less than thirty (30) days' written notice of, and the agenda for, the AGM.
3. The Annual General Meeting shall:
  - a. Elect its President;
  - b. Receive nominations from the Nominating Committee and elect members of the Board;
  - c. Elect the Nominating Committee to make recommendations to the next AGM for election to the Board;
  - d. Establish the rules of the Nominating Committee;
  - e. Establish IATA Conferences and such groups and subordinate bodies as it considers appropriate;
  - f. Confirm the appointment, term of office and duties of the Director General;
  - g. Receive and consider reports of the Board, Industry Committees, IATA Conferences and the Director General;
  - h. Approve the audited annual consolidated financial statements for the previous year;
  - i. On the recommendation of the Board, approve the applicable Fees and Dues;
  - j. On the recommendation of the Board, approve the currency or currencies in which, and the time by which, such Fees and Dues shall be payable;
  - k. Appoint the external auditor for the current year;
  - l. Transact any other business as may properly come before the AGM.

## **ARTICLE XIII**

### Special General Meetings

1. A Special General Meeting ("SGM") shall be convened at the written request of not less than one third of the Members made to the Corporate Secretary or may be convened by the Board at any

time. The Corporate Secretary shall provide sixty (60) days' notice of, and a proposed agenda for, such meeting. In the case of urgency, the Board may reduce the notice period as it deems appropriate.

2. Not less than forty-five (45) days in advance of the SGM, Members may submit to the Board, through the Corporate Secretary, matters for inclusion on the agenda. Any matter so submitted by a Member which shall not have been included on the agenda may be considered at the SGM upon a majority vote of Members registered and present and any other matter may be considered at the SGM only upon a two-thirds vote. The Corporate Secretary shall provide the agenda to Members not less than thirty (30) days prior to the SGM, unless the Board has reduced the notice period in accordance with Article XIII (1).

## **ARTICLE XIV**

### **Board**

1. The Board constitutes the Executive Committee within the meaning of the Act of Incorporation and shall be composed of not more than thirty-one (31) persons elected by the AGM in accordance with the Rules and Regulations of the Board of Governors and the Director General during his or her term of office.
2. To be eligible for election as a member of the Board, an individual must:
  - a. hold one of the following positions, or similar, allowing for difference of nomenclature:
    - Chair of the Board;
    - President of the Company;
    - Chief Executive; or
    - Managing Director;
  - either (i) in a Member or (ii) in a company that owns a majority of the voting shares in a Member airline and whose primary business is the management of one or more airlines; and
  - b. have the requisite knowledge of and experience in the airline industry.
3. The terms of office shall be as set in the Rules and Regulations of the Board of Governors.
4. Ten (10) members of the Board shall constitute a quorum but decisions shall require approval of a majority of Board members, which approval may be given in writing or by electronically transmitted and recorded means.
5. No Board member may vote by proxy or be represented by another individual at a Board meeting.
6. Should a vacancy arise on the Board, the Board shall elect a replacement from among the representatives of Members, who shall hold office until the end of the next AGM. In the event of a vacancy arising in respect of the Director General, no such election shall be conducted.
7. With the consent of at least two-thirds of all Board members entitled to participate in the meeting, a meeting of the Board may be conducted by such means of telephone or other telecommunications facilities as permit all participants in the meeting to communicate with one another.
8. The Board:
  - a. Shall elect the Board Chair;
  - b. Shall meet immediately before each AGM in the same locality as the AGM and hold at least one (1) additional regular meeting each year on a date and at a place fixed by the Board;
  - c. Shall be vested with executive powers and duties, including the general management and control of the business, affairs, funds and property of IATA;
  - d. Shall determine, review and approve IATA policy within the framework of the Act of

Incorporation, these Articles and the decisions of General Meetings;

- e. Shall take action in response to specific requests from Members as it deems appropriate;
  - f. Shall appoint the Director General, subject to the approval of the AGM, and determine the term of office, duties and remuneration;
  - g. Shall appoint the Corporate Secretary, the Chief Financial Officer and such other officers of IATA as deemed appropriate, who shall be subject to the supervision and authority of the Director General;
  - h. Shall establish subsidiary corporations, branches, regional and other offices of IATA anywhere in the world as it considers appropriate;
  - i. Shall approve the agenda for a General Meeting;
  - j. Shall approve the Rules and Regulations of the Industry Committees and the Provisions for the Conduct of the IATA Traffic Conferences;
  - k. Shall establish and determine the membership, duties and functions of any Committee of the Board;
  - l. Shall either establish and determine the rules and regulations of any Committee of the Board, or authorize any such Committee to adopt its own rules and regulations;
  - m. Shall recommend to the AGM the Fees and Dues and the time by which they shall be payable, as well as the currency or currencies in which they are to be paid;
  - n. Shall consider for approval, applications for membership of IATA;
  - o. Shall take such action as may be appropriate with respect to the Limitation, suspension or termination of membership;
  - p. May delegate, as appropriate, authority to Committees of the Board or to the Director General;
  - q. May adopt and amend its Rules and Regulations as deemed appropriate for the exercise of its executive powers and the performance of its duties.
9. The appointment of the Director General, in accordance with Article XIV (8) (f), shall constitute an appointment as a member of the Board and is effective without further formality. The Director General:
- a. shall not be eligible for election as the Board Chair; and
  - b. ceases to be a member of the Board when he or she ceases to hold the office of Director General.

## **ARTICLE XV**

The Director General:

1. Shall be the Chief Executive Officer of IATA and shall exercise, under the authority of the Board, the supervision, direction and control over the business and affairs of IATA, as well as such other functions and duties that a General Meeting or the Board may delegate or assign to the Director General;
2. Shall supervise the mechanisms for the settlement of transactions between Airlines, branches, regional and other offices of IATA and such other entities that the Board may consider appropriate in the interest of IATA;
3. Shall carry out the duties assigned or delegated to the Director General by a General Meeting or

the Board and report on the activities of IATA to the AGM;

4. May, with the approval of the Board, establish one or more Industry Committees to advise on subjects of significant interest to the air transport industry, appoint its members and dissolve any such Industry Committees at any time;
5. May establish such working groups and ad hoc task forces as necessary to address specific issues concerning the air transport industry appoint their members and dissolve any such working groups or ad hoc task forces at any time.

## **ARTICLE XVI**

The Corporate Secretary

The Corporate Secretary shall perform such duties as are specifically assigned to the Corporate Secretary in these Articles and as may be determined by the Board or the Director General. In addition, the Corporate Secretary shall act as the Secretary of General Meetings and of the Board.

## **ARTICLE XVII**

The Chief Financial Officer

The Chief Financial Officer shall perform such duties as may be determined by the Board or the Director General.

## **ARTICLE XVIII**

Signed Decision

A resolution in writing signed or approved by email or other electronic means by all the Board members entitled to vote at a meeting of the Board, or of any committee, as the case may be, shall be a resolution as valid as if it had been made at such meeting. The resolution shall be effective from the date of the last signature. A copy of every signed resolution shall be kept by the Corporate Secretary.

## **ARTICLE XIX**

Committee Procedure

Unless otherwise determined by the Board or these Articles, each committee or subordinate body of IATA shall have the power to elect its Chair, to regulate its procedure and to fix its quorum, provided that the approval of at least a simple majority of members of the committee or subordinate body, present and voting, shall be required for any decisions.

## **ARTICLE XX**

Remuneration

No Member or representative of a Member shall receive any remuneration for the services of that person on the Board, any Industry Committee or any other body of IATA. Nevertheless, nothing herein shall be construed to preclude any Member or representative of a Member from being remunerated under a specific mandate which has been conferred by decision of the Board, the Director General, an Industry Committee or other competent body of IATA.

## **ARTICLE XXI**

Notices

All notices required to be given by IATA or by a Member in accordance with these Articles shall be deemed to have been effectively given upon delivery in person or on the day after electronic transmission or, if sent by registered or certified mail or by courier, on the date shown on the return

receipt.

## **ARTICLE XXII**

### Languages

The languages of IATA shall be English, French, Spanish, Arabic (translation into Arabic is limited to those documents for a General Meeting as requested by Arabic speaking Members) and any other language that may from time to time be requested and as the Board may from time to time agree, provided that the cost of any such additional language shall be borne by the requesting Member(s).

## **ARTICLE XXIII**

### Amendment

These Articles may be amended by a two thirds majority vote of Members registered and voting at a General Meeting, provided the proposed amendment has properly come before the General Meeting in accordance with these Articles. Any such amendment will only take effect at the close of the General Meeting at which the amendment is decided, unless otherwise specifically decided by that General Meeting.

## **ARTICLE XXIV**

### Dissolution

IATA may be dissolved solely by resolution of a General Meeting, approved in writing by two-thirds of all the Members, which resolution shall set the effective date for dissolution. In such event any net remaining assets of IATA shall be disbursed to the United Nations. Members shall be responsible for outstanding and contingent liabilities in the same proportion as their last dues relate to the total amount of annual dues assessed.

## **ARTICLE XXV**

### Indemnification

Subject to any limitations imposed by applicable law, IATA shall fully indemnify, defend and hold harmless current and former members of the Board, officers, heads of division, or legal counsel of IATA, and their heirs, successors, executors, administrators, and other personal representatives ("an Indemnified Individual"), from and against any and all claims, actions, demands, damages, losses, reasonable costs and expenses arising out of or in connection with the performance of the Indemnified Individual's duties and obligations pursuant to the terms of his or her appointment, engagement or employment, provided that he or she:

1. Acted honestly and in good faith; and
2. In the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, had reasonable grounds for believing that his or her conduct was lawful.

IATA shall maintain in force insurance for the purposes of giving effect to the indemnity referred to in this Article in such amounts as the Board may from time to time reasonably determine, and as permitted by applicable law.

## **ARTICLE XXVI**

### Powers of Attorney

The Director General or the Corporate Secretary may grant powers of attorney for the conduct of the activities of IATA and appoint any person or persons as the attorney or attorneys of IATA to execute and deliver any instrument or to execute and deliver a class or series of instruments.