COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE

CONSTITUTION

- of-

IE DOMAIN REGISTRY COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

1. The name of the Company is IE DOMAIN REGISTRY COMPANY LIMITED BY GUARANTEE.

2. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.

3. The objects for which the Company is established are:-

(a) (i) to promote and encourage the development of the business of a registry for domain names on a permanent basis by collaborating with statutory, semi- state and private business interests, and to provide a supportive infrastructure and environment conducive to the attainment of this objective.

(ii) to engage in the promotion of education and training of persons involved in the development of all types of scientific enterprise study and research into the organisation and management of all such activities;

(iii) to foster, co-ordinate and undertake education and training concerning the internet in Ireland and elsewhere with a view to increasing scientific knowledge and research and development;

(iv) to co-ordinate, promote, assist, initiate and evaluate research;

(v) to collect, record, process, maintain, analyse and evaluate data and other information;

(vi) to provide advice and assistance on policy and other issues of particular concern to regulatory bodies in Ireland, and elsewhere;

(vii) to publish scientific, technological and other information;

(viii) to provide advice, information and services to representative bodies of workers, employers and the self-employed, Government, and local and international organisations (including institutions of the European Union);

(ix) to promote, assist and facilitate co-operation between professional bodies, social partners and colleges and universities, in order to encourage the provision of suitable courses of study concerning and the integration of knowledge of into relevant degree and other courses of study;

(x) to sponsor and support public meetings, conferences and seminars on all aspects of scientific research and development;

(xi) to undertake and/or facilitate the training of personnel in specialist aspects of scientific research and development;

(xii) to sponsor and/or engage in consultancy in all aspects of the promotion of scientific research and development;

(xiii) to acquire money or other property (whether real or personal) by way of grant, gift, bequest, transfer, conveyance or otherwise and expend, administer or dispose of such money or other property in furtherance of its aims, powers or functions and to grant security in respect of such moneys or property as may be deemed by the Company to be appropriate;

(xiv) to employ and engage such staff as may be required for the proper conduct of the work of the Company, subject to such terms and conditions as may be determined by the Company and subject to the power of the Company to dismiss such staff in accordance with law.

(b) To carry on business as processors, packagers, wholesalers, retailers, merchants, agents, factors, brokers and distributors of all kinds of goods, services and general merchandise, plant and equipment associated directly or indirectly with these objects or any of them and as importers, exporters, mail-order operators, marketers, merchandisers, sales, business, general consultants and general traders.

(c) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise, and comply with any arrangements, rights, privileges and concessions.

(d) To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any of the property and the rights of the Company and to sell, dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.

(e) To furnish and provide the Company's property with such furniture, implements, machinery and conveniences as the Company may think desirable.

(f) To raise funds and to help raise funds for any charitable purpose, and to establish and maintain a collection of literature of any kind or products, films, records and other material connected with the promotion and fostering of the objects of the Company, and to maintain these in a central library or libraries.

(g) To carry on any business which may seem to the Company capable of being conveniently carried on in connection with the above objects or any of them or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests including but not limited to certification and/or registry services for secure electronic mail communications and activities associated with the ENUM Protocol and any similar or related activities; and in connection with any of the aforesaid objects to establish subsidiary companies, engage in partnerships, or participate in joint ventures or other business relationships with such persons, firms or companies as the Company deems fit.

(h) To borrow or raise money, without limitation as to amount, from any person or persons, and on such terms as the Directors may deem fit, upon banking account or otherwise, by the issue of or upon bonds, debentures, bills of exchange, promissory notes, mortgages or other securities of the Company; the undertaking and execution of any trusts for the advancement of the objects of the Company; the acceptance of donations and subscriptions from persons or bodies desirous of promoting the objects of the Company, and the lending of money either with or without security or the giving of financial assistance by way of donation or subscription or otherwise to any body or person not formed or carrying on business for profit for the purpose of the advancement of the objects of the Company or to any such body or person whose objects are similar to those of the Company, provided that the Company shall not at any time pay any of its assets to any body or person which is not restricted to an extent at least as great as is imposed on the Company under or by virtue of Clause 7 of this Memorandum of Association and to make, draw, accept, endorse, issue, discount and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments.

(i) To facilitate and encourage the creation, issue or conversion of debentures, debenture stock, bonds, obligations, shares, stocks or securities and to act as trustees in connection with any such securities and to take part in the conversion of business concerns and undertakings into companies.

(j) To do all such other things as are incidental or conducive to the above objects or any of them and to procure the Company to be registered or recognised in any country or place abroad.

It is hereby expressly declared that each sub-Clause of this Clause shall be construed independently of the other sub-Clauses hereof, and that none of the objects mentioned in any sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-Clause.

4. The income and the property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit, to the members of the Company.

5. 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 be given or transferred to some other institution or institutions having objects similar to the objects 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 3 hereof, 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

6. The liability of the members is limited.

7. The Company shall not support with its funds or endeavour to impose on or procure to be observed by its members or others any regulation or restriction which if an object of the Company would make it a trade union.

8. Nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer (including without limitation any member of the Board of Directors) servants or agent of the Company, or any member of the Company in return for any services actually rendered to the Company; but so that no member of the Board of Directors of the Company shall be appointed to any salaried office of the Company. For the avoidance of doubt, nothing contained herein shall prevent the reimbursement of out of pocket expenses and/or payment of interest at a rate not exceeding five per cent per annum on

money lent to the Company and/or of reasonable and proper rent for premises demised or let to the Company.

9. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while remaining a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before ceasing to be a member, and the costs, charges, and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding 1.27 euro cash.

ARTICLES OF ASSOCIATION

PRELIMINARY

The "Optional Provisions" (as that term is defined by section 1177(2) of the Act) shall apply to the constitution of the Company save to the extent that they are disapplied, modified or supplemented by this constitution.

INTERPRETATION

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

"the Act" means the Companies Act 2014 and every statutory modification and re-enactment thereof for the time being in force;

"Articles" means these Articles of Association as altered from time to time and "Article" shall be construed accordingly,

"the Board" means the board of Directors of the Company appointed under these Articles;

"the Chairman" means the Chairman of the Company for the time being appointed in accordance with these Articles, who may also be Chairman of the Board;

"the Company" means this body corporate, and includes any generic names used by the Company, e.g., "Institute", "Foundation", "Association", "Club" and/or the like;

"the Directors" means the directors for the time being of the Company or the directors present at a meeting of the board of directors and include any person occupying the position of director by whatever name called;

"Final Term" means a period of three Years;

"Gap Period" has the meaning set out in Article 46;

"the Governing Members" means those members of the Company appointed in accordance with Article 4 and shall include all subsequently appointed Governing Members;

"Initial Term" means a period of four Years with such period calculated from the date of the Annual General Meeting of the Company at which the appointment of the Director is made or confirmed.

"the Minister" means the Minister for Communications, Climate Action and Environment or any other minister subsequently appointed to discharge the duties and responsibilities as currently discharged thereby or as may be allocated thereto by the Oireachtas at any time in the future;

"the Office" means the registered office for the time being of the Company;

"the Seal" means the common seal of the Company;

"Secretary" means any person appointed to perform the duties of the secretary of the Company;

"Subsequent Term" means a period of three Years.

"Year" means the period of time between one annual general meeting of the Company and the next annual general meeting of the Company.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, all forms of electronic and/or computerized recording and reproduction, and any other modes of representing or reproducing words in a visible form.

Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

A person includes a corporate and an unincorporated body (whether or not having separate legal personality). Words in the singular shall include the plural and vice versa. A reference to one gender shall include a reference to the other gender.

References to periods of time in the Optional Provisions shall not be altered by section 3 of the Act and to that extent the Optional Provisions are hereby modified in their application to the Company.

MEMBERSHIP

2. The number of membership votes which the Company shall be entitled to register shall not exceed eleven and shall be reserved to Governing Members.

3. The Governing Members shall appoint as their chairman the Chairman of the Board of Directors appointed in accordance with Article 54 below who shall in the event of an equality of votes at any meeting of such Governing Members have a second or casting vote.

4. The members of the Company to be known as Governing Members shall comprise:-

   (i) such person or persons who are the directors for the time being of the Company, which shall include up to three persons involved in the Irish internet community as the Directors of the Company deem to be representative of the interests of the said community, and

   (ii) such official of the Minister's Department as may be nominated by the Minister from time to time.

5. A person shall cease to be a Governing Member:-

   (a) if the Governing Members resolve that such member should cease to be a member with effect from a stated date; or

   (b) within seven days of receipt of such member's written resignation, or earlier acceptance thereof by the Board, or on death of such member or, in the case of a corporation, on its dissolution.

GENERAL MEETINGS

6. Subject to section 176 of the Act, all general meetings of the Company shall be held in such location as the Directors may decide.

7. (1) Subject to section 175 of the Act (as modified in its application to the Company by section 1202 of the Act) and to paragraph (2) below, the Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meetings as such in the notices calling it, and not more than 15 months shall elapse between the date of one annual general meeting and that of the next.

(2) So long as the Company holds its first annual general meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. Subject to Article 6, the annual general meeting shall be held at such time and at such a place in the State as the Directors shall appoint.

8. All general meetings other than annual general meetings shall be called extraordinary general meetings.

9. The Directors may, whenever they think fit, convene an extraordinary general meeting and extraordinary general meetings shall also be convened on such requisitions, or, in default, may be convened by such requisitions as provided by section 178 of the Act (as modified in its application to the Company by section 1203 of the Act). If at any time there are not within the State sufficient Directors capable of acting to form a quorum, any Director or any two members of the Company may convene an extraordinary general meeting in the same manner as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

10. Subject to Section 191 of the Act, an annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least, and a meeting of the Company (other than an annual general meeting or a meeting for the passing of a special resolution) shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of the meeting and, in the case of special business, the general nature of that business and shall be given, in manner hereinafter mentioned, to such persons as are entitled to notice under these Articles.

11. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

12. All business shall be deemed special that is transacted at an extraordinary general meeting and also that is transacted at an annual general meeting with the exception of the consideration of the statutory financial statements and the reports of the Directors and statutory auditors, the review by the members of the company's affairs, the election of Directors in place of those retiring, the re-appointment of the retiring statutory auditors and the fixing of the remuneration of the statutory auditors.

13. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, four members present in person shall be a quorum.

14. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case, it 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 other time and place as the Directors may determine, and if at an adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

15. The Chairman, if any, of the board of Directors shall preside as Chairman at every general meeting of the Company, and may continue to so preside as such if selected by the members present, or if there is no such Chairman, or if he/she is not present within 15 minutes after the time appointed for holding the meeting or is unwilling to act, the members present shall select one of their number to be Chairman of the meeting.

16. If at any meeting no Director is willing to act as Chairman or if no Director is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be Chairman of the meeting.

17. The Chairman may with the consent of any meeting at which the quorum is present (and shall, if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When the meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

18. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded -

   (a) by the Chairman; or

   (b) by at least three members present in person or by proxy.

19. Except as provided in Article 21, if a poll is duly demanded it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

20. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a casting vote.

21. A poll demanded on the election of a Chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of a poll.

22. A resolution in writing signed by all the members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all the purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.

VOTES OF MEMBERS

23. The Governing Members appointed pursuant to Article 4 above shall be entitled to one vote each.

24. No objection shall be raised to the qualification of any Governing Member who is appointed in accordance with Article 4.

25. Votes of Governing Members may be given either personally or by proxy.

26. The instrument appointing a proxy shall be in writing under the hand of the appointor or of the appointor's attorney duly authorised in writing. A proxy need not be a Governing Member of the Company.

27. The instrument appointing a proxy, and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the office or such other place within the State as is specified for the purpose in the notice

convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote, or, in the case of a poll, not less than 48 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

28. An instrument appointing a proxy shall be in the following form or a form as near to it as circumstances permit:

[name of company] (“the Company”)

[name of member] (“the Member”) of [address of member] being a Member of the Company hereby appoint [name and address of proxy] or failing him or her

[name and address of alternative proxy] as the proxy of the Member to attend, speak and vote for the Member on behalf of the Member at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the [date of meeting] and at any adjournment of the meeting.

The proxy is to vote as follows:

Voting Instructions to Proxy (choice to be marked with an ‘x’)			
Number or description of resolution:	In Favour	Abstain	Against
1			
2			
3			
Unless otherwise instructed the proxy will vote as he/she or she thinks fit.			
Signature of member:………………………………………………………………… Dated: [date]…………………………………………………………………………….			

29. The instrument appointing proxy shall be deemed to confer authority to demand or join in demanding a poll.

30. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, insanity or revocation as aforesaid is received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

DIRECTORS

31. (a) The number of the Directors shall be not less than two and, subject to paragraph (c), not more than nine.

(b) Each person appointed as a Director shall upon appointment automatically become a Governing Member, and shall cease to be a Governing Member upon ceasing to be a Director.

(c) To facilitate a smooth handover between Directors, the transitional provision at (d) shall apply on up to two occasions at any one time, such that while that provision applies, the number of Directors may be as many as eleven.

(d) The provision referred to at (c) is that where a person is being appointed as Director to replace a departing Director, the appointment may have effect notwithstanding that the departure has not yet had effect, even where this would cause the number of Directors to be more than nine.

(e) Should the departing Director not have left office within 12 months following the appointment referred to at (d), the departing Director shall be deemed to have vacated office at the end of that 12-month period.

32. The Directors will exercise the powers and functions of the Company in accordance with its objects in a structured way and will avoid unnecessary duplication of these functions.

33. The Directors shall be at liberty to delegate such of their powers and functions to a Chief Executive Officer duly appointed by the Board of Directors of the Company upon such terms and for such period(s), either with or without limitations, as the Directors of the Company may resolve from time to time.

34. The Directors may appoint from time to time such committees and sub-committees (if any) that they deem necessary.

35. The remuneration of the Directors shall be determined by the Governing Members at every Annual General Meeting of the Company. The Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company

36. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to issue debentures, debenture stock and other securities, whether outright, or as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS

37. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act and of these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in general meeting, but no direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.

38. The Directors may from time to time and any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in such person.

39. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys, paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.

40. The Directors shall cause minutes to be made in books provided for the purpose:

(a) of all appointments of officers made by the Directors;

(b) of the names of the Directors present at Directors meetings and of any committee of the Directors;

(c) of all resolutions and proceedings of all meetings of the Company, and of the Directors and committees of Directors.

41. The Directors shall have due regard to any regulations made pursuant to Part 4 of the Electronic Commerce Act 2000 (as amended by the Communications Regulation (Amendment) Act 2007).

DISQUALIFICATION OF DIRECTORS

42. The office of Director shall be vacated if the Director -

(a) without the consent of the Company in general meeting holds any other office or place of profit under the Company; or

(b) is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with creditors generally, or

(c) is the subject of any declaration, order or deemed order for disqualification or restriction under the Act including Part 14, Chapters 3 and 4;

(d) becomes of unsound mind; or

(e) resigns his/her office by notice in writing to the Company; or

(f) is convicted of any indictable offence not arising out of the driving of a motor vehicle by him or her unless the Directors otherwise determine; or

(g) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his/her interest in manner required by Section 231 of the Act; or

(h) is removed as a Governing Member pursuant to a resolution under Article 5(a).

VOTING ON CONTRACTS

43. A Director may not vote in respect of any contract in which he/she is interested or any matter arising therein.

ROTATION OF DIRECTORS

44. At every annual general meeting of the Company, each Director shall retire from office who is obliged to do so in accordance with Article 45 and/or Article 46 and may subject to any restrictions on appointment in these Articles, offer himself/herself for re-appointment by the Governing Members. A Director who retires at an annual general meeting (whether by rotation or otherwise) may, if willing to act and subject to any restrictions on appointment in these Articles, be re-appointed. If he/she is not re-appointed, he/she shall retain office until the meeting appoints someone in his/her place or, if it does not do so, until the end of the meeting.

45. The Directors who are obliged to retire in accordance with Article 44 shall be those Directors who are obliged to retire in accordance with this Article 45, Article 46 and Article 47, provided that so that no more than two Directors are obliged to retire at any annual general

meeting, if more than two Directors would otherwise be obliged to retire pursuant to Article 46, then the two Directors obliged to retire shall be such persons who:

(a) it is unanimously agreed by the Board should retire; or

(b) are drawn by lot (if such unanimous agreement on who should retire is not reached).

46. A person:

(a) may only serve as a Director for an Initial Term before he/she must retire from office at the annual general meeting (but shall then be eligible for reappointment for a Subsequent Term);

(b) may only serve as a Director for a maximum of an Initial Term and a Subsequent Term (subject to Article 48) before he/she must retire from office at the annual general meeting. Such person shall not be eligible for reappointment as a Director until the annual general meeting in respect of the third year thereafter ("Gap Period");

(c) who has served two consecutive Terms as a Director may serve one further Term ("Final Term") after a Gap Period shall have passed provided that after such Final Term expires such person shall not be eligible to serve as a Director;

(d) who should ordinarily have retired as a Director but who does not because of the provisions of Article 45 that only two shall retire, shall, subject as aforesaid to Article 45, retire at the next annual general meeting of the Company; and

(e) who at the date of an annual general meeting, has served as a Director for a total of ten Years, shall no longer be eligible to serve as a Director from the time of the annual general meeting of the Company at which he/she has so served ten Years.

47. The Company at the meeting at which a Director retires in manner aforesaid, may fill the vacated office by electing a substitute, and if no such substitute is appointed by the Company, the retiring Director shall if he/she offers himself/herself for re-election and subject to any restrictions on appointment in these Articles, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director has been put to the meeting and lost.

48. Where an existing Director is appointed as Chairman, he/she shall be eligible for a term of at least five years in that capacity, even if he/she would thereby exceed the cumulative seven-year term limits specified at Article 46(b) – being the Initial Term plus the Subsequent Term.

49. No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of Director at any general meeting unless, not less than three (3) and not more than twenty-one (21) days before the date appointed for the meeting, a notice in writing is served upon the Company signed by a member duly qualified to attend and vote at the meeting at which such notice is given, of his/her intention to propose such a person for election, and also notice in writing signed by that person of his/her willingness to be elected.

50. The Governing Members may from time to time by ordinary resolution increase or reduce the number of Directors.

51. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next annual general meeting and shall then be eligible for re-election provided that:

(a) his/her time spent from his/her appointment to fill the casual vacancy up to the next annual general meeting shall not be counted in the calculations for purposes of Article 46; and

(b) he/she shall not be taken into account in determining the Directors who are to retire by rotation at such annual general meeting (or be included in the drawing of lots as set out in Article 45(b)).

52. The Company may by ordinary resolution, in accordance with Section 146 of the Act (as modified in its application to the Company by Section 1198 of the Act), remove any Director before the expiration of his/her period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between that Director and the Company.

53. The Company may by ordinary resolution appoint another person in place of a Director ceasing to hold office pursuant to Article 47. Without prejudice to the powers of the Directors under Article 51, the Company in general meeting may appoint any person to be a Director, either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if that person had become a Director on the day on which the Director in whose place that person is appointed was last elected a Director.

PROCEEDINGS OF DIRECTORS

54. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and for that purpose shall elect one of their number as Chairman who shall also be a Governing Member. A Chairman so elected shall continue to hold office unless removed by a vote of the majority of the Directors. Questions arising at any meeting shall be decided by majority of votes. Where there is an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. If the Directors so resolve it shall not be necessary to give notice of a meeting of Directors to any Director who being resident in the State is for the time being absent from the State.

55. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be five Directors.

56. The Directors may act notwithstanding any vacancy in their number but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number by summoning a general meeting of the Company, but for no other purpose.

57. The Directors may delegate any of their powers to committees consisting of such member or members of the board as they think fit; and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.

58. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and when there is an equality of votes, the Chairman shall have a second or casting vote.

59. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or

any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

60. A resolution in writing signed by all Directors for the time being entitled to receive notice of a meeting of the Directors shall be as valid as if it had been passed at a meeting of the Directors duly convened and held.

61. A Director is expressly permitted (for the purposes of section 228(1)(d) of the Act) to use vehicles, telephones, computers, accommodation and any other Company property where such use is approved by the board of Directors or by a person so authorised by the board of Directors or where such use is in accordance with a Director's terms of employment, letter of appointment or other contract or in the course of the discharge of the Director's duties or responsibilities or in the course of the discharge of a Director’s employment.

62. Nothing in section 228(1)(e) of the Act shall restrict a Director from entering into any commitment which has been approved by the board or has been approved pursuant to such authority as may be delegated by the board in accordance with this Constitution. It shall be the duty of each Director to obtain the prior approval of the board, before entering into any commitment permitted by sections 228(1)(e)(ii) and 228(2) of the Act.

SECRETARY

63. The Secretary shall be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

64. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as Secretary.

THE SEAL

65. The seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf and every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

NOTICES

66. A notice required or authorised to be served on or given to a member of the Company pursuant to a provision of the Act or this Constitution shall, save where the means of serving or giving it specified in Article 66.4 is used, be in writing and may be served on or given to the member in one of the following ways:

66.1 by delivering it to the member;

66.2 by leaving it at the registered address of the member;

66.3 by sending it by post in a prepaid letter to the registered address of the member; or

66.4 by electronic means; and

each of the members of the Company hereby consents to the use of electronic means in the form of email to serve or give notices in relation to them and further agrees to provide the Company with an email address to which notices may be served or given.

67. Any notice served or given in accordance with Article 66 shall be deemed, in the absence of any agreement to the contrary between the Company (or, as the case may be, the officer of it) and the member, to have been served or given:

67.1 in the case of its being delivered, at the time of delivery (or, if delivery is refused, when tendered);

67.2 in the case of its being left, at the time that it is left;

67.3 in the case of its being posted (to an address in the State) on any day other than a Friday, Saturday or Sunday, 24 hours after despatch and in the case of its being posted (to such an address):

(a) on a Friday - 72 hours after despatch; or

(b) on a Saturday or Sunday - 48 hours after despatch;

67.4 in the case of electronic means being used in relation to it, twelve hours after despatch,

but this Regulation is without prejudice to section 181(3) of the Act.

68. In addition to the means of service of documents set out in section 51 of the Act, a notice or other document may be served on the Company by an officer or member of the Company by email provided, however, that the Directors have designated an email address for that purpose and notified that email address to its members and officers for the express purpose of serving notices on the Company.

69. Each of the members hereby agree and consent that copies of the documents referred to in section 338(2) of the Act, are to be treated, for the purposes of section 338 of the Act, as sent to a person where:

69.1 the Company and that person have agreed to his or her having access to the documents on a website (instead of their being sent to him or her);

69.2 the documents are documents to which that agreement applies; and

69.3 that person is notified, in a manner for the time being agreed for the purpose between him or her and the Company, of:

(a) the publication of the documents on a website,

(b) the address of that website, and

(c) the place on that website where the documents may be accessed, and how they may be accessed.

70. Documents treated in accordance with Regulation 69 as sent to any person are to be treated as sent to him or her not less than 21 days before the date of a meeting if, and only if:

70.1 the documents are published on the website throughout a period beginning at least 21 days before the date of the meeting and ending with the conclusion of the meeting; and

70.2 the notification given for the purposes of paragraph (c) of Regulation 69.3 is given not less than 21 days before the date of the meeting.

71. Any obligation by virtue of section 339(1) or (2) of the Act to furnish a person with a document may, unless the Company's Constitution provides otherwise, be complied with by using electronic communications for sending that document to such address as may for the time being be notified to the Company by that person for that purpose.

72. Notice of every general meeting shall be given in any matter hereinbefore authorised to:-

(a) every member;

(b) the directors and secretary of the Company;

(c) every person being a personal representative, or the official assignee in bankruptcy of a member where the member but for that member's death or bankruptcy would be entitled to receive notice of the meeting; and

(d) the statutory auditor for the time being of the Company.

No other person shall be entitled to receive notices of general meetings.

BORROWING POWERS

73. The Directors may exercise all the powers of the Company from time to time at their discretion to borrow money from any person or persons (including the Directors) any sum or sums of money for the purposes of the Company and there shall be no limit to the amount that may be borrowed.

INDEMNITY

74. Every Director, Managing Director, Agent, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he/she may sustain or incur in or about the execution of the duties of his/her office or otherwise in relation thereto, including any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which he/she is acquitted or in connection with any application under Section 233 of the Act in which relief is granted to him or her by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his/her office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by Section 235 of the Act.

SECRECY

75. No member shall be entitled to require discovery of any information respecting any detail of the trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process which may relate to the conduct of the business of the Company, and which, in the opinion of the Directors, it would be inexpedient in the interests of the members of the Company to communicate to the public.