

## MEMORANDUM OF ASSOCIATION

Company No. 3203859  
THE COMPANIES ACT 1985  
COMPANY LIMITED BY GUARANTEE  
MEMORANDUM OF ASSOCIATION  
OF  
NOMINET UK

1. The name of the Company is "NOMINET UK".
2. The Registered Office of the Company will be in England.
3. The Company's objects, which (unless 3.12 applies) shall be carried out on a commercial basis are:

### *.uk Network Information Centre*

- 3.1 to act as the Network Information Centre for the United Kingdom (which also includes any other territories covered by the ISO3166 designation 'GB' as amended from time to time) and manage and control the use of the Internet domain ".UK" and any other domain name(s) or electronic numbering systems associated with the United Kingdom;
- 3.2 subject to all necessary consents, and to the co-operation of the governmental and non-governmental organisations concerned, to manage and control the use of any sub-domains of domains operated by the Company (or, in an electronic numbering system, any subsidiary numbering system), whether directly or by means of sub-contracts, agents or any other means;
- 3.3 to:
  - 3.3.1 establish, publish and administer rules for the use of the domains, sub-domains and electronic numbers referred to in clauses 3.1 and 3.2;
  - 3.3.2 maintain registers of Internet domain names and electronic numbers;
  - 3.3.3 establish and implement procedures for authorising changes to the registers;
  - 3.3.4 provide facilities for searching the registers, where appropriate;
  - 3.3.5 operate a domain name service and electronic numbering service; and
  - 3.3.6 provide, develop and promote dispute resolution, mediation, arbitration or conciliation services in respect of Internet domain names and any electronic numbering service, where appropriate.

### *Other registry services*

- 3.4 to provide, develop and promote any or all of the services of a registry, network information centre, network operations centre or issuing authority (including but not limited to the equivalent of any of the services listed in 3.1 to 3.3 (inclusive)) of any information technology identifier ('ITI') or information technology resource ('ITR') whether in existence now or in the future (including, but not limited to ENUM, domain names, telephone numbers, Internet protocol numbers, Autonomous System numbers, port allocations and digital object identifiers);

- 3.5 to provide, develop and promote services relating to the provision, operation, maintenance, improvement, design, commissioning, decommissioning and protection of databases of any type including data entry, display, replication, security and backup so far as the same relate to an area of expertise of the Company;

***Public benefit, consultancy educational and other services to improve technology, law and governance***

- 3.6 (subject to Memorandum clause 6) to fund, promote, or undertake research and development into any area of knowledge, technical development (including, for example, the development of open source software) or human endeavour, that relates to an area of expertise of the Company or which may be used to further the Company's objects;
- 3.7 to provide, develop and promote dispute resolution, mediation, arbitration or conciliation services on matters that fall within an area of expertise of the Company or which are of a nature or type of which the Company has experience;
- 3.8 to provide, develop and promote training, education and understanding of ITI, ITR, the Internet, information technology, computing, dispute resolution and related areas (such as Internet law);
- 3.9 to provide, develop and promote privacy, security, safety, anti-abuse, anti-fraud, anti-spam and trust mechanisms in areas relating to the objects of the Company;
- 3.10 to act as consultants to or provide consultancy services to any individual, partnership, body corporate or other organisation or government body on matters that fall within, or are of a nature that are within, an area of expertise of the Company;
- 3.11 to set, maintain, enforce, monitor, improve, change and update (whether alone or in a collaboration of any type with others) standards or minimum requirements of behaviour, service, quality, good practice, safety or security (or some or all of these) for any area of business or practice so far as the same relate to an area of expertise of the Company;
- 3.12 to contribute by donation, subscription, guarantee, provision of free service or otherwise to any public, charitable or useful object other than any political party;

***Providing business through subsidiaries and third parties***

- 3.13 to the extent required, necessary or desirable to fulfil the Company's objects;
- 3.13.1 to:
- 3.13.1.1 organise, incorporate, reorganise, finance, aid and assist, financially or otherwise, companies, corporations, syndicates, partnerships, associations and firms of all kinds; and
  - 3.13.1.2 underwrite or guarantee the subscription of shares, stocks, debentures, debenture stock, bonds, loans, obligations, securities or notes of any kind; and
  - 3.13.1.3 make and carry into effect arrangements for the issue, underwriting, resale, exchange or distribution thereof;

- 3.13.2 to use the funds of the Company for the development and expansion of any business of the Company (or any of its subsidiary undertakings or associated companies) or of any other company engaged in any like business of the Company (or any of its subsidiary undertakings or associated companies);
- 3.13.3 to carry on the business of a holding company and to acquire and to hold the whole or any part of the shares or other securities and interests of and in any corporations, companies, associations or firms, for the time being engaged, concerned or interested in any industry, trade or business relating to the Company's objects or which can conveniently be carried on in connection therewith and to exercise in respect of such investments and holdings all the rights, powers and privileges of ownership including the right to vote thereon;
- 3.13.4 to become surety for or guarantee the carrying out and performance of, any and all contracts, leases and obligations of every kind, of any corporation, company or association in which the Company is interested or with which it is associated;
- 3.13.5 to acquire and carry on the business carried on a by a subsidiary undertaking provided that the business of that subsidiary undertaking is one which falls within the objects of the Company;

***General powers to carry on business, obtain and protect rights, buy and sell assets and alter services***

- 3.13.6 to purchase, hire, renew, or otherwise acquire and hold and to sell, let, grant licences, or otherwise deal with or dispose of, in whole or in part, assets of the Company including its methods, skills and policy model and to perform any services or render any consideration relating thereto and in each case for any consideration;
- 3.13.7 to apply for, purchase or otherwise acquire any patents, licences, concessions, trademarks and names, servicemarks, designs, know-how and any like rights, conferring a non-exclusive or exclusive or limited right to use, or any secret or other information as to any invention which is capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, grant licences in respect of, or otherwise turn to account, the rights and information so acquired;
- 3.13.8 to cease carrying on or wind-up any business or activity of the Company;

***Dealing with Government and exercising regulatory powers***

- 3.13.9 to enter into any arrangements with any government or authority or person to obtain from any such government or authority or person any legislation, orders, rights, privileges, franchises and concessions and to carry out, exercise and comply with the same;
- 3.13.10 to carry out any functions conferred on the Company by or under any provision of any legislation, as amended from time to time, and to carry out such other functions or exercise such powers as, from time to time, may be carried out or exercisable by the Company;

### ***Powers to raise money and secure obligations***

- 3.13.11 to mortgage, charge, pledge or otherwise secure (either with or without the Company receiving any consideration or advantage) all or any part of the undertaking, property, assets and rights and revenues present and future of the Company; and guarantee, indemnify or otherwise support or secure (either with or without the Company receiving any consideration or advantage) by any means whatsoever the liabilities and obligations of any person, firm or company including but not limited to any company which is for the time being the holding company or a subsidiary undertaking of the Company or of the Company's holding company;
- 3.13.12 to borrow and raise money and accept money on deposit and to secure or discharge any debt or obligation of or binding on the Company or any other company and in particular by mortgaging or charging all or any part of the undertaking, property and assets (present or future) of the Company, or by the creation and issue, on such terms as may be thought expedient, of securities of any description;
- 3.13.13 to sell, develop, lease, mortgage, let, charge, dispose of or otherwise deal with all or any part of the undertaking or property or rights of the Company; to sell the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular for cash, shares, debentures or debenture stock or other obligations, whether fully paid or otherwise, of any other company;

### ***Employees and Insurance***

- 3.13.14 to compensate for loss of office any directors or other officers of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is engaged;
- 3.13.15 to effect insurances against losses, damages, risks and liabilities of all kinds which may affect the Company or any subsidiary undertaking of it or any company associated with it or in which it is or may be interested;
- 3.13.16 to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees, independent experts, volunteers or auditors of the Company, or of any other company which is its holding company or in which the Company or such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which any employees of the Company or of any such other company or subsidiary undertaking are interested;

### ***General provisions giving world-wide effect and general powers***

- 3.13.17 to do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, subsidiaries or otherwise;
- 3.13.18 to do all such things as in the opinion of the board of directors of the Company are or may be incidental or conducive to the above objects or any of them;

## ***Interpretation and general statements***

- 3.14 It is hereby declared that for the purposes of this clause 3:
- 3.14.1 headings in *italics* shall be ignored for the purposes of interpretation;
  - 3.14.2 nothing in this clause 3 shall permit the transfer of any income or capital of the Company to a member of the Company in any manner or by any mechanism which would be prohibited by clause 6 of this Memorandum;
  - 3.14.3 the word “**company**” shall (except where referring to this Company) be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, resident or domiciled in the United Kingdom or elsewhere;
  - 3.14.4 “**holding company**” and “**subsidiary undertaking**” shall have the same meanings as in the Companies Act 1985(as amended), but so that such terms shall be deemed to include any statutory modification or re-enactment of that provision for the time being in force or as those terms are defined in any legislation that supersedes such provision;
  - 3.14.5 “**associated companies**” shall mean any two or more companies if one has control of the other or others, or any person has control of both or all of them;
  - 3.14.6 “**securities**” shall include any fully, partly or nil paid or no par value share, stock, unit, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation;
  - 3.14.7 “and” and “or” shall mean “and/or”; and
  - 3.14.8 “**other**” and “**otherwise**” shall not be construed with reference to the particular matters that went before where a wider construction is possible.
- 3.15 The objects specified in each paragraph of this clause shall, except if at all where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any business carried on by the Company or any of its subsidiary undertakings or the order in which such objects are stated, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.
4. No addition, alteration or amendment shall be made to or in the provisions of clause 3, 5, 6 or 9 of this Memorandum of Association unless it has been approved by at least 90 % of the votes cast by members of the Steering Committee established by the Articles of Association, present (in person or by proxy) and voting at a properly-convened meeting of that Steering Committee. No alteration may be made to this clause.
5. In support of the objects, but not otherwise, the Company shall have power to do all things incidental or conducive to the attainment of the objects or any of them. In particular (but without limitation) the Company shall have the following powers:
- 5.1 to pay out of the Company's funds the costs incurred in forming the Company;

- 5.2 to pay out of the Company's funds premiums on insurance policies to cover the liability of the members of the Steering Committee and/or the Council of Management established by the Articles of Association which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company: provided that any such insurance or indemnity shall not extend to any claim arising from criminal neglect or deliberate default on their part;
  - 5.3 to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made, provided that the Company shall not have power to invest in any organisation which is a member of the Company at the time the investment is made;
  - 5.4 to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company;
  - 5.5 to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of the employees of the Company or of any subsidiary, holding or fellow subsidiary of the Company and of their wives, widows, children and other relatives and dependants and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained.
6. The income and capital of the Company shall be applied solely towards the promotion of the objects of the Company; and no part of the income or capital shall be paid or transferred, directly or indirectly, to the members of the Company, whether by way of dividend or bonus or otherwise in the form of profit. This shall not prevent the payment of:
    - 6.1 reasonable and proper remuneration to any officer, employee, or member of the Company in return for any services provided to the Company;
    - 6.2 a reasonable rate of interest on money lent to the Company;
    - 6.3 reasonable rent for property let to the Company;
    - 6.4 expenses to members of the Council of Management and the Steering Committee; or
    - 6.5 premiums on the indemnity insurance referred to in clause 5.2.
  7. The liability of the members is limited.
  8. If the Company is wound up while a person is a member or within one year after that person ceases to be a member, every member of the Company will contribute such amount as may be required (not exceeding £10) to the assets of the Company, for payment of the Company's debts and liabilities accrued before the member ceases to be a member, and of the costs and expenses of winding up, and for the adjustment of the rights of the members among themselves.
  9. If on the winding up or dissolution of the Company there remains any surplus property after satisfaction of the Company's debts and liabilities, the surplus shall not be paid to the members of the Company, but shall be either:

- 9.1 given or transferred to some other institution or institutions having objects similar to the objects of the Company; or
- 9.2 if no such institution can be found, paid to one or more charitable trusts, institutions, associations or companies formed or existing in order to conduct research for the public benefit into electronic networking and/or related disciplines and subject areas. If no such payment is possible, any surplus shall be applied to a charitable object. In each case, the recipient body or bodies shall be chosen by the members as at the date of winding up or dissolution.
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We, the persons whose names are written below, wish to be formed into a Company under this Memorandum of Association:

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Names of subscribers

Richard Phillip ALMEIDA  
William BLACK  
Alex BLIGH  
John Venners CAREY  
Keith Niven MITCHELL  
Nigel Roy TITLEY

Dated the 14th day of May 1996  
Witness to the above signatures:  
Orla O'Donoghue