

The Companies Act 1985

Company Limited by Guarantee and Not Having a Share Capital

MEMORANDUM OF ASSOCIATION

of

“OMFICA” LTD

Company No. 06492107

1. The name of the Company is “OMFICA” (Open Market for Internet Content Accessibility) Ltd.
2. The registered office of the Company will be situated in England.
3. The object for which the Company is established is to enhance high availability of Internet content and promote market competitiveness through standardization of content representation methods and development of special open source tools.

And the Company shall have the following powers:

- 3.1. to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or formations;
- 3.2. to sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company;
- 3.3. to purchase or otherwise acquire plant and machinery including, without limitation, computer hardware and software, furniture, fixtures, fittings and all other effects of every description;
- 3.4. to acquire and become registered proprietors of copyrights and trademarks, logos, websites, electronic addresses, etc, and any other form of intellectual property;

- 3.5. to apply for registration of any patents, rights, copyrights, licenses and the like;
 - 3.6. to take and accept any gift of money, property or other assets whether subject to any special trust or not;
 - 3.7. to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be thought fit.
 - 3.8. to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
 - 3.9. to employ and pay any person or persons not being members of the Committee to supervise, organize, carry on the work of and advise the Company on a full-time or part-time basis;
 - 3.10. to pursue the objects of the Company by the use of all media or communications;
 - 3.11. to compile, edit, print and publish periodicals, journals, pamphlets and other matter for distribution amongst members or interested parties or the public generally in furtherance of the Company's objects;
 - 3.12. to employ or procure the services of such organizations, companies, firms, entities or individuals as may be conducive to the achievement of the Company's objects, to pay remuneration, fees, commissions and expenses in connection with the same and to terminate such contracts of and for services;
 - 3.13. to pay out of funds of the Association the costs, charges and expenses of and incidental to the formation and registration of the Association;
 - 3.14. to do all such other lawful things as shall further the attainment of the objects of the Association or any of them.
4. The income and property of the Company, however derived, shall be applied solely towards the promotion of the objects of the Company as set out in this Memorandum of Association, and no portion of the same shall be paid or transferred by way of dividend, bonus or profit to the members of the Company. However, nothing in this Memorandum of Association shall prevent any reasonable and proper payment in money or money's worth or the provision of any reasonable and proper benefit of any kind whatsoever in good faith by the Company to or for the benefit of any member of the Company under or in connection or conjunction with

any transaction or arrangement in which the Company is involved in the course of its business or activities.

5. The liability of the member s is limited.
6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £10) to the assets of the Company if it should be wound up whilst he is a member or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
7. If, upon the winding up or dissolution of the Company, there remains, after satisfaction of all its debts and liabilities, any property whatever of the Company, the same shall not be paid to or distributed amongst the members of the Company but shall be given or transferred to some other institution or institutions having objects or functions similar to the objects of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of clause 4 of this Memorandum of Association. Such institution or institutions shall be determined by the members of the Company at or before the time of dissolution. If no such determination is made by the members of the Company or, if and in so far as effect cannot be given to this provision, any such property shall be transferred to some charitable object.