

The Companies Acts 1985 and 1989

Private Limited by Guarantee with no share capital

MEMORANDUM OF ASSOCIATION

OF

NEWUNIONISM.NET LTD

1. The Company's name is NEWUNIONISM.NET LTD (and in this document it is called "the Association").

2. The Association's registered office is to be situated in England and Wales.

3. The Association's objects ("the Objects") are to

A To assist in rebuilding the union movement by promoting the principles of organizing, partnership and internationalism;

B To provide international solidarity for working people, their families and trade unions in the form of donations and other assistance;

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4. In addition to any other powers which they have the Association may exercise the following powers in furtherance of its objects:-

(A) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques, and other instruments, and to operate bank accounts in the name of the Association.

(B) to publicise the Association on a local and national basis and to raise funds and to invite and receive contributions: provided that in raising funds the Association shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;

(C) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;

(D) to borrow money and to mortgage all, or any part of the Association's property, as security for repayment of the money borrowed.

(E) subject to clause 5 below to employ such staff, who shall not be directors of the Association (hereinafter referred to as "the Trustees"), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;

(F) to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;

(G) to co-operate with charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;

(H) to pay out of the funds of the Association the costs, charges and expenses of and incidental to the formation and registration of the Association;

(I) to do all such other lawful things as are necessary for the achievement of the Objects;

(J) to provide indemnity insurance to cover the liability of the directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty of which they may be guilty in relation to the Association: Provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the Association.

5. The income and property of the Association shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Association, and no trustee shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association: Provided that nothing in this document shall prevent any payment in good faith by the Association:

(1) of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Association to act in a professional capacity on its behalf: Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner, is under discussion;

(2) of reasonable and proper remuneration for any services rendered to the Association by any member, officer or servant of the Association who is not a trustee;

(3) of interest on money lent by any member of the Association or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees;

(4) of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that company;

(5) of reasonable and proper rent for premises demised or let by any member of the Association or a trustee;

(6) to any trustee of reasonable out-of-pocket expenses.

(7) of any premium in respect of any such indemnity insurance as is permitted by Clause 4(J) of the Memorandum of Association of the Association.

6. The liability of the members is limited.

7. Every member of the Association undertakes to contribute such amount as may be required (not exceeding one UK Pound Sterling) to the Association's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Association's debts and liabilities contracted before he or she 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.

8. If the Association is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other Association or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Association by Clause 5 above, chosen by the members of the Association at or before the time of dissolution and if that cannot be done then to some other charitable object.

I, the person whose name and address is written below, wish to be formed into a company under this memorandum of association.

Name and Address of Subscriber

MR PETER HALL-JONES
220 RUE DES TERREAUX
GEX
01170
FRANCE

MR CONOR GERARD CRADDEN
301 RUE DES TERREAUX
GEX
01170
FRANCE

MR JOHN MICHAEL WATSON
220 RUE DES TERREAUX
GEX
01170
FRANCE

15th December 2006