

Company No: 3977847

THE COMPANIES ACTS 1985-1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- OF -

GTI ONLINE SOLUTIONS LIMITED

- 1 The name of the Company is "GTI Online Solutions Limited".*
- 2 The registered office of the Company will be situated in England.
- 3 The objects for which the Company is established are:-
 - (A) To carry on all or any of the businesses of general merchants and traders, cash and credit traders, manufacturers' agents and representatives, commission agents, insurance brokers, financial agents, advisers, managers and administrators, hire purchase and general financiers, brokers and agents, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors and shippers of, and dealers in all products, goods, wares, merchandise and produce of every description, to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises; to carry on all or any of the businesses of marketing and business consultants, advertising agents and contractors, general storekeepers, warehousemen, discount traders, mail order specialists, railway, shipping and forwarding agents, shippers, traders, capitalists and financiers either on the Company's own account or otherwise, printers and publishers; haulage and transport contractors, garage proprietors, operators, hirers and letters on hire of, and dealers in motor and other vehicles, craft, plant, machinery, tools and equipment of all kinds; and to purchase or otherwise acquire and take over any businesses or undertakings which may be deemed expedient, or to become interested in, and to carry on or dispose of, remove or put an end to the same or otherwise deal with any such business or undertakings as may be thought desirable.
 - (B) To carry on any other business of any description which may be capable of being advantageously carried on in connection with or as ancillary to the objects of the Company.

*The name of the company was changed from Fisepa 105 Limited by a Special Resolution in writing of the Sole Member of the company on 6 June 2000



- (C) To purchase, sell, exchange, improve, mortgage, charge rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire and deal with any freehold, leasehold or other property, chattels and effects, erect, pull down, repair, alter, develop, or otherwise deal with any building or buildings and adapt the same for the purposes of the Company's business.
- (D) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company, carrying on or formed to carry on an business which this Company is authorised to carry on or possessed of property suitable to the purposes of the Company, and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.
- (E) To apply for, purchase or otherwise acquire any patents, licences or concessions which may be capable to being deal with by the Company, or be deemed to benefit the Company and to grant rights thereout.
- (F) To sell, let, license, develop or otherwise deal with the undertaking, or all or any part of the property or assets of the Company, upon such terms as the Company may approve, with power to accept shares, debentures or securities of, or interests in, any other company.
- (G) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may seem desirable.
- (H) To lend money to such persons, upon such terms and with or without security and subject to such conditions as may seem desirable.
- (I) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, moneys or shares or the performance of contracts or engagements of any other company or person and to give indemnities and guarantees of all kinds and to enter into partnership or any joint purse arrangement with any person, persons, firm or company, having for its objects similar objects to those in this Company or any of them.
- (J) To guarantee and/or give security for the payment of money by or the performance of obligations of all kinds by the company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the holding company of the company or another subsidiary of such holding company or a subsidiary of the company all as defined in Section 736 and 744 of the Companies Act 1985 (as amended by Section 144 of the Companies Act 1989) or any statutory amendment or re-enactment thereof for the time being in

force or any company associated with the company in business or by reason of common shareholdings or otherwise in security of such guarantees to assign, dispo~~n~~e, convey, mortgage, pledge or charge the whole or any part of the undertaking, property, assets or revenue of the Company including uncalled capital.

- (K) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.
- (L) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures, warrants and other negotiable documents.
- (M) To purchase, subscribe for, or otherwise acquire and hold shares, stocks or other interests in , or obligations of any other company or corporation.
- (N) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (O) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.
- (P) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to advance the interests of the Company.
- (Q) To establish and support and aid in the establishment and support of funds or trust calculated to benefit employees or ex-employees of the Company (including any Director holding a salaried office or employment in the Company) or the dependents or connections of such persons and to grant pensions and allowances to any such persons.
- (R) To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of Directors and ex-Directors of the Company or their dependents or connections.
- (S) To distribute any property of the Company in specie among the members.

(T) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

It is declared that the foregoing sub-clauses shall be construed independently of each other and none of the objects therein mentioned shall be deemed to be merely subsidiary to the objects contained in any other sub-clauses.

4 The liability of the Member is limited.

5 The Share Capital of the Company is £1,000 divided into 1,000 shares of £1 each.

I, the subscriber to this Memorandum of Association wish to be formed into a company pursuant to this Memorandum and I agree to take the number of shares opposite my name.

NAME AND ADDRESS OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY SUBSCRIBER
Mary Catherine Winter 29 Manor Road Whitchurch on Thames South Oxfordshire RG8 7EU	2

DATED 12th April 2000

WITNESS to the above signature:-

Rosalind Rutherford
Field Seymour Parkes
No. 1 London Street
Reading
Berks RG1 4QW
Trainee Solicitor

Company No: 3977847

THE COMPANIES ACTS 1985-1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- OF -

GTI ONLINE SOLUTIONS LIMITED

1 Preliminary

- 1.1 The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (S1 1985 No 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (S1 1985 No 1052) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- 1.2 In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

2 Allotment of Shares

All Shares which are comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing Shares be held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of Shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those Shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the Shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any Shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any Shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as

they think fit, provided that, in the case of Shares not accepted as aforesaid, such Shares shall not be disposed of on the terms which are more favourable to the subscribers therefore than the terms on which they were offered to the Members.

3 Lien

- 3.1 The Company shall have a first and paramount lien on every Share, whether fully paid or not, registered in the name of any person, whether as sole or joint holder, indebted to the Company for all moneys due to the Company, whether in respect of that Share or not. The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a Share shall extend to any amount payable in respect of it. The registration of a transfer of a Share shall operate as a waiver of any lien of the Company thereon. Regulation 8 in Table A shall be modified accordingly.
- 3.2 The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

4 Transfer of Shares

- 4.1 The Directors shall register any transfer permitted by or made pursuant to paragraphs 4.2 to 4.8 inclusive of this Article, but subject as aforesaid the Directors may without giving any reason decline to register any transfer of any Share.
- 4.2 Subject to paragraph 4.1 of this Article Shares may be transferred by any member or by the trustees of any settlement made by a member or at any time after the death of a member by his personal representatives or the trustees of his will to any other person holding Shares in the Company, or to the spouse or former spouse, widower or widow, child or other issue, brother or sister of such member or deceased member, or to trustees of a settlement made for the benefit of any such persons, and upon any change of trustees of any such will or settlement the Shares held by the trustees thereof may be transferred to the trustees for the time being thereof. For the purposes of this paragraph "child" shall include a stepchild and an adopted child, and "issue" shall be construed accordingly.
- 4.3 Except when a transfer is made pursuant to paragraph 4.2 of this Article a Share shall not be transferred unless it first be offered to the other members at the "fair price" (as determined in paragraph 4.4 of this Article). A member (hereinafter referred to as a "retiring member") wishing to transfer a Share or Shares shall give notice thereof in writing to the Company and in such notice (hereinafter referred to as a "transfer notice") he shall specify the proposed transferee (if any)

the number of Shares to be transferred and the price which he is prepared to accept for such Shares.

- 4.4 On receipt of a transfer notice a meeting of the board of directors shall be convened at which the board shall resolve if the price set by the retiring member is fair. If the board resolves that such price is fair then it shall be the "fair price". In the event that the board resolve such price is not fair they shall appoint the auditors of the Company at the cost of the Company to certify the fair price of the Shares set out in the transfer notice and their certification shall be the "fair price". In so certifying the auditors shall act as experts and not as arbitrators and the Arbitration Acts 1950 to 1979 and any statutory modification or re-enactment thereof shall not apply.
- 4.5 The transfer notice shall constitute the Company the retiring member's agent for the sale in accordance with the provisions of this Article of the Share or Shares comprised therein at the fair price. A transfer notice may not be withdrawn except with the consent of the Directors which shall not be withheld if the retiring member pays all the costs reasonably incurred by the Company in connection with the transfer notice and the establishment of the fair price. After the fair price of the Share or Shares comprised in a transfer notice has been determined, the Directors shall proceed to seek a purchaser or purchasers therefor amongst the other members (including any of their own body who are members). In the case of competition amongst the other members therefor, the same shall be apportioned amongst those wishing to purchase the same as nearly as may be in proportion to their respective holdings of Shares, but so that no member shall be required to purchase more Shares than he has expressed his willingness to purchase. Any question of difficulty shall be resolved by the Directors in such manner as they think most beneficial to the Company.
- 4.6 Subject to the retiring member's rights under paragraph 4.7 of this Article upon finding a purchasing member or members for all the Shares in the transfer notice the Company shall give notice thereof to the retiring member and the sale or sales shall be completed within 7 days thereafter. If the retiring member fails so to complete any such sale, the Directors shall nominate some person to transfer the Share or Shares comprised in such sale to the purchasing member and shall receive the purchase money and register the purchasing member as the holder of such Share or Shares and issue to him a certificate therefor. The retiring member shall deliver to the Company his certificate or certificates comprising or including such Share or Shares and shall thereupon be paid the purchase money and any necessary balance certificate shall be issued to him.
- 4.7 If within 28 days after the fixing of the fair price no purchasing member has been found for the Share or Shares or some of the Shares comprised in the transfer notice, the Directors shall give notice thereof to the retiring member and in such case, and also if a purchasing member has failed duly to complete his purchase, the retiring member may at any time within 6 months after such notice was given

to him, transfer the Share or Shares, to any person at any price not being less than the fair price. The retiring member shall be under no obligation to transfer any of the Shares in the transfer notice to other members of the Company unless such members agree to purchase all the Shares in the transfer notice.

- 4.8 4.8.1 Any direction, whether by way of renunciation, nomination or otherwise, by a member entitled to an allotment of Shares, to the effect that such Shares or any of them be allotted or issued to some person other than himself; or
- 4.8.2 Any transfer of any interest in a Share or Shares, shall for the purpose of this Article be deemed to constitute a transfer of the Share or Shares comprised in such direction or transfer and, shall be deemed to constitute a transfer notice comprising such Share or Shares and the foregoing provisions of this Article shall apply accordingly.

5 General Meetings and Resolutions

- 5.1 Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.
- 5.2 No business shall be transacted at any General Meeting unless a quorum is present. Subject to paragraph 5.3 below two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.
- 5.3 If and for so long as the Company has only one Member, that Member present in person or by proxy or if that Member is a corporation by a duly authorised representative shall be a quorum.
- 5.4 If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting 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 the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.
- 5.5 Regulations 40 and 41 in Table A shall not apply to the Company.

6 Sole Member

- 6.1 If and for so long as the Company has only one Member and that Member takes any decision which is required to be taken in General Meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the

Company in General Meeting save that this paragraph shall not apply to resolutions passed pursuant to Sections 303 and 391 of the Act.

- 6.2 Any decision taken by a sole Member pursuant to paragraph 6.1 above shall be recorded in writing and delivered by that Member to the Company for entry in the Company's Minute Book.

7 Appointment of Directors

- 7.1 Regulation 64 in Table A shall not apply to the Company.
- 7.2 The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Regulation 89 in Table A shall be modified accordingly.
- 7.3 The Directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) in Table A shall not apply to the Company.
- 7.4 No person shall be appointed a Director at any General Meeting unless either:-
- 7.4.1 he is recommended by the Directors; or
- 7.4.2 not less than 14 nor more than 35 clear days before the date appointed for the General Meeting, notice signed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.
- 7.5 Subject to paragraph 7.4 above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
- 7.6 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph 7.2 above as the maximum number of Directors and for the time being in force.
- 7.7 In any case where as the result of the death of a sole Member of the Company the Company has no Members and no Directors the personal representatives of such deceased member shall have the right by notice in writing to appoint a person to be a Director of the Company and such appointment shall be as effective as if

made by the Company in General Meeting pursuant to paragraph 7.5 of this Article.

8 Borrowing Powers

The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into Shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation on the Company or of any third party.

9 Alternate Directors

9.1 An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) *of the remuneration otherwise payable to his appointor as such appointor may be notice in writing to the Company from time to time direct, and the first sentence of Regulation 66 in Table A shall be modified accordingly.*

9.2 A Director, or any such other person as is mentioned in Regulation 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for purpose of determining whether a quorum is present.

10 Proceedings of Directors

10.1 A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

10.2 Regulations 94 to 98 (inclusive) in Table A shall not apply to the Company.

11 The Seal

11.1 If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. The obligation under Regulation 6 of Table A relating to the sealing of Share

Certificates shall apply only if the Company has a seal. Regulation 101 of Table A shall not apply to the Company.

- 11.2 The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

12 Indemnity

- 12.1 Every Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him 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 office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.
- 12.2 The Directors shall have power to purchase and maintain for any Director, officer or Auditor of the Company insurance against any such liability as is referred to in Section 310(1) of the Act.
- 12.3 Regulation 118 in Table A shall not apply to the Company.

NAME AND ADDRESS OF SUBSCRIBER
Mary Catherine Winter 29 Manor Road Whitchurch on Thames South Oxfordshire RG8 7EU

Dated 12th April 2000

WITNESS to the above signature:-

Rosalind Rutherford
Field Seymour Parkes
No. 1 London Street
Reading
Berks RG1 4QW
Trainee Solicitor