

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **10103224**

The Registrar of Companies for England and Wales, hereby certifies that

SAFESOCIAL

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in Wales

Given at Companies House, Cardiff, on **5th April 2016**



N101032240

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 05/04/2016



X548LLDF

Company Name
in full: **SAFESOCIAL**

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative

Company Type: **Private limited by guarantee**

Situation of Registered
Office: **Wales**

Proposed Register
Office Address: **2 WILLOW PARK
WHITLAND
DYFED
WALES
SA34 0QE**

I wish to partially adopt the following model articles: **Private (Ltd by Guarantee)**

Proposed Officers

Company Secretary 1

Type: **Person**

Full forename(s): **ADRIAN DAVID**

Surname: **CLOSE**

Former names:

Service Address recorded as Company's registered office

The subscribers confirm that the person named has consented to act as a secretary.

Company Director **1**

Type: **Person**
Full forename(s): **ADRIAN DAVID**

Surname: **CLOSE**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **WALES**

Date of Birth: ****/11/1965** *Nationality:* **BRITISH**

Occupation: **NETREPRENEUR**

The subscribers confirm that the person named has consented to act as a director.

Statement of Guarantee

I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

Name: **ADRIAN CLOSE**

Address: **2 WILLOW PARK
WHITLAND
DYFED
WALES
SA34 0QE**

Amount Guaranteed: **GBP 1.00**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Authenticated: **Yes**

SCHEDULE 2

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of:

SAFESOCIAL

Each Subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber:

ADRIAN DAVID CLOSE

DATED: 05/04/2016

**ARTICLES OF ASSOCIATION
PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

The Company will assume the Statutory Model Articles of Association for a Limited by Guarantee Company (not having a share capital) subject to the following amendments. The provisions made herein and the Model Articles of Association will combine to form the constitution of the company.

1. The objects for which the Company is established are:

1.1 Provisioning of Safe Online Social Media Networking Webspaces and Services

1.2 Provisioning of reliable and secure free and paid email services

1.3 Provisioning of fair and honest MLM protected against risk of pyramid selling

1.4 Provisioning of regularly recurring Profit Share payments for every user

1.5 Provisioning of reliable and secure online payment services for every user, capable of being managed separately either by the individual or by any authorised third party provider, with all transactions being funded wholly and exclusively without recourse to any other source except internal profit share/commission/user to user transfer earnings of the payer, also known as the payer's internal available balance

1.6 Provisioning of tools and services enabling any third party provider to offer, with both ease and flexibility, any of these services to any end user group, being able to provide email services on any domain owned by said third party provider and retaining or not transferable management permissions over the income and payments part of each such account for and on behalf of each of their individual end users

1.7 Making the aforementioned available to any end user group wherever needed by whomever for any legal and legitimate purpose as may be required wheresoever such need may arise if at all humanly possible

2. The liability of the Members is limited.

3. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as declared above. The directors undertake to ensure no profit from the company is paid or transferred directly or indirectly, by way of dividend, bonus or otherwise to the members of the company.

4. Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up, during the time that he or she is a Member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he or she ceases to be a Member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding GBP 1.00.

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 not be paid or distributed among the Members of the Company, but shall be transferred either to some other institution (whether or not a member of the Company) having objects similar to the objects of the Company, or to some institution (whether or not a member of the Company) the objects of which are the promotion of charity or anything incidental or conducive thereto, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution.

6. At General Meetings of the Company, each Member shall be entitled to one vote.