

**Company No. [            ]**  
**THE COMPANIES ACTS**  
**COMPANY LIMITED BY GUARANTEE**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**UK ENUM Consortium Ltd**

1. The name of the Company is "UK ENUM Consortium Ltd".
2. The Registered Office of the Company will be in England.
3. The objects for which the Company is established are:
  - 3.1. to promote, co-ordinate and oversee the use of ENUM and related technologies in the area covered by the participating jurisdictions of the UK specified numbering plan. This means the United Kingdom and any other territories which may be included in the UK telephone numbering scheme operated in accordance with the E.164 standard and its successors;
  - 3.2. to provide a governance framework with representation from appropriate stakeholders to develop ENUM for the benefit of ENUM and the public in the United Kingdom;
  - 3.3. to establish, manage, and enforce codes of conduct and any associated dispute resolution services or processes for the benefit of ENUM in the United Kingdom which may cover (amongst others) the ENUM Tier 1 registry, authentication agents, registrars, resellers and each other party involved in the operation of ENUM in the UK or UK ENUM outside the UK;
  - 3.4. to act at all times, and encourage others to act at all times in the interests of the whole of the stakeholder community (including the public) and within applicable laws;
  - 3.5. 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, for time to time, may be carried out or exercisable by the Company;
  - 3.6. to enter into any arrangements with any government or authority or person and to obtain from such government or authority or person any legislation, orders, rights, privileges, franchises and concessions and to carry out, exercise and comply with the same; and
  - 3.7. as a general commercial company.
4. In support of the objects, but not otherwise, the Company shall have power to do all things incidental or conducive to the attainment of any or all of the objects. In particular (but without limitation) the Company shall have the following powers:
  - 4.1. to pay out of the Company's funds the costs incurred in forming the Company;
  - 4.2. to the extent permitted by law, pay out of the Company's funds premiums on insurance policies to cover the liability of the members of the Company or its office holders 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 shall not extend to any claim arising from criminal neglect or deliberate default on their part;
  - 4.3. 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;

- 4.4. to establish subsidiary companies or to enter into joint ventures or partnerships or to purchase or promote any other business venture which may appear likely to assist or benefit the Company and its objects;
  - 4.5. to invest money of the Company (or any of its subsidiary undertakings) in any investments and to hold, sell or otherwise deal with investments or currencies or other financial assets and to carry on the business of an investment company and to vary the investments and holdings of the Company as may from time to time be deemed desirable;
  - 4.6. 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; and
  - 4.7. 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.
5. The income and capital of the Company shall be applied solely towards 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:
- 5.1. reasonable and proper remuneration to any officer, employee, Chairman or member of the Company in return for any services provided to the Company;
  - 5.2. a reasonable rate of interest on money lent to the Company;
  - 5.3. reasonable rent for property let to the Company;
  - 5.4. reasonable expenses to members of the Board, membership, Policy Advisory Committee and Scrutiny Committee;
  - 5.5. premiums on the indemnity insurance which may benefit members, the directors, the company secretary, staff, experts retained for any reason, the Policy Advisory Committee or the Scrutiny Committee; or
  - 5.6. funds to pay indemnities to and defence costs of directors, the company secretary, staff or others in accordance with the Articles of Association
6. The liability of the members is limited.
7. 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.
8. 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:
- 8.1. given or transferred to some other institution or institutions having objects similar to the objects of the Company; or
  - 8.2. 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