

**COMPANIES ACT, 2014**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A**  
**SHARE CAPITAL**

**CONSTITUTION**  
**OF**  
**AQLITY COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM OF ASSOCIATION**

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1. The name of the Company Aqlity Company Limited by Guarantee.
2. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act, 2014.

**3. Main Object**

The main object for which the Company is established is to build resilience and enhance the impact of humanitarian assistance in conflict and crisis-affected communities globally by empowering local actors through the provision of free capacity building, training, and user-friendly data-driven systems and improving and strengthening inclusive coordination of humanitarian responses by provision of free access to humanitarian needs datasets, maps and tools for humanitarian programmes design and implementation.

**4. Subsidiary Objects**

The following objects set out hereafter are exclusively subsidiary and ancillary to the main object set out above and these objects are to be used only for the attainment of that main object and any income generated therefrom is to be applied for the main object only. As subsidiary objects:

- (a) The provision of relief and assistance to peoples in need in situations of emergency.
- (b) To provide humanitarian relief and assistance to people in need during and in the aftermath of man-made crises and natural disasters for the benefit of affected people and communities in any part of the world with the aim of saving lives, alleviating suffering and maintaining human dignity.
- (c) To assist local entities in elevating their duty of care standards and facilitate access to institutional funds, ensuring sustainable growth. This holistic approach strengthens organizational capacity and empowers local entities to drive meaningful change within their communities, aligning with our charitable purpose.
- (d) To provide Integrated Service Points which serve as immediate response hubs, ensuring the immediate delivery of critical emergency and humanitarian assistance to clients. These services cater to the needs of the public focusing on areas whose needs might otherwise go unmet.

- (e) To provide a secure online platform and application that enables registered organizations (donors, government agencies, INGOs, NGOs, foundations, International Organizations) to access information and resources related to our services.
- (f) To undertake tailored needs assessments to tackle the challenges of timely access to critical information and subsequent aid delivery to the community.
- (g) To identify and support reliable local stakeholders (Volunteer Networks, NGOs) operating in challenging terrains.

## **5. Powers**

The Company shall in addition to the powers conferred on it by law have the following powers which are exclusively subsidiary and ancillary to the Main Object and which powers may only be exercised in promoting the Main Object. Any income generated by the exercise of these powers is to be applied to the promotion of the Main Object:

- (a) To provide such charitable services and other charitable activities connected with the main object of the Company as are considered to be of assistance and benefit in furthering the main object of the Company.
- (b) To promote and further the main object of the Company by conferences, public or private meetings, discussions, publications or by such other means as may be deemed desirable or necessary.
- (c) To advertise and make known the Company and its main object, purposes and aims by such means as may be deemed expedient, and to solicit, receive and hold donations, subscriptions, gifts, and bequests of all kinds and to apply or expend such funds to or upon all or any of the objects of the Company, directly or indirectly.
- (d) To acquire and become registered proprietors of copyrights and trademarks and any other form of intellectual property.
- (e) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's object, and for the purposes of or in raising of money by the Company to become a member of any building society.
- (f) To apply for all licences which may be required to further any of its objects.
- (g) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (h) To mortgage and charge the undertaking and all or any of the real and person property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed of other assurance.
- (i) To receive money on loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation.
- (j) To invest and deal with the moneys of the Company not immediately required for the purposes of its objects in or upon such investments or securities and in such manner as may from time to time be determined.

- (k) To invest in such ways as shall seem desirable to the Directors any moneys of the Company not immediately required for the use in connection with its Main Object and to place any such moneys on deposit with bankers and others; subject nevertheless as regards the making of investments to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided; prior permission to be obtained from the Revenue Commissioners where the Company intends to accumulate funds over a period in excess of two years for any purposes.
- (l) To grant pensions, allowances, gratuities and bonuses to officers, e- officers, employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (m) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any Company or corporation with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any Company or corporation, or partly in one more and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (n) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (o) To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, or Company that may seem conducive to the Company's main object(s), and to obtain from any such government authority or Company, any charters, contracts, decrees, rights, privileges, and concessions and to carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges and concessions
- (p) To amalgamate with any other Company whose objects are to include objects similar to those of the Company.
- (q) To promote freedom of contact and to resist, insure against, counteract and discourage interference therewith to join any lawful federation, union, company or party and to contribute to the funds thereof, or do any other lawful act or thing with a view to preventing or resisting directly or indirectly any interruption of or interference with the Company or any other trade or business or providing or safeguarding against the same, or resisting or opposing any strike movement or organisation which may be thought detrimental to the interest of the Company or its employees and to subscribe to any Company or fund for any such purposes.
- (r) To do all or any of the above things in any part of the world, and either a principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others, and either by or through agents, trustees, sub- contractors or otherwise.

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

**PROVIDED THAT:**

- (a) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law having regard to such trusts;
- (b) nothing hereinbefore contained shall be construed as including in the purposes for which the Company has been established any purposes which are not charitable according to law.

**6. Income and Property**

- a. The income and property of the Company shall be applied solely towards the promotion of Main Object(s) as set forth in this Constitution. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company.
- b. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:
  - i. reasonable and proper remuneration to any member or servant of the Company (not being a Director) for any services rendered to the Company;
  - ii. interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members of the Company to the Company;
  - iii. reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company;
  - iv. reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;
  - v. fees, remuneration or other benefit in money or money's worth to any Company of which a Director may be a member holding not more than one hundredth part of the issued capital of such Company.
  - vi. Nothing shall prevent any payment by the Company to a person pursuant to an agreement entered into in compliance with section 89 of the Charities Act, 2009 (as for the time being amended, extended or replaced).

**7. Additions, alternations or amendments**

The Company must ensure that the Charities Regulator has a copy of its most recent Constitution. If it is proposed to make an amendment to the Constitution of the Company which requires the prior approval of the Charities Regulator, advance notice in writing of the proposed changes must be given to the Charities Regulator for approval, and the amendment shall not take effect until such approval is received.

**8. The liability of the members is limited.**

**9. Winding Up**

If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other charitable institution or institutions having main objects similar to the main objects of the Company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least

as great as is imposed on the Company under or by virtue of the Income and Property clause hereof. Members of the Company shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object with the agreement of the Charities Regulator. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

#### **10. Undertaking to Contribute**

Every member of the Company undertakes to contribute to the assets of the Company, if the Company is wound up while he or she is a member or is wound up within one year after the date on which he or she ceases to be a member, for-

(a) the payment of the debts and liabilities of the Company contracted before he or she ceases to be a member and the costs, charges, and expenses of winding up; and

(b) the adjustment of the rights of the contributories among themselves,

such amount as may be required, not exceeding €1.

#### **11. Status of the Company**

AQLITY is established for the sole purpose of being a charitable organization. It operates independently of any governmental control or influence. As a non-profit entity, all income and property of AQLITY shall be applied solely towards the promotion of its charitable purposes as outlined above. No portion of the organization's income or property shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to any member of the organization.

### **ARTICLES OF ASSOCIATION**

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The Regulations contained in the Companies Act, 2014 shall apply to the Company save in so far as they are excluded or verified hereby.

1. In these Articles: -

**"the Act"** means the Companies Act, 2014.

**"the Directors"** means the Directors for the time being of the Company or the Directors present at a meeting of the Board of Directors and includes a person occupying the position of Director by whatever name called;

**"Secretary"** means any person appointed to perform the duties of the Secretary of the Company;

**"the Seal"** means the Common Seal of the Company;

**"the Office"** means the registered office for the time being of the Company.

**"member"** means Member of the Company

## 2. Interpretation

- (a) Words importing the singular number only shall include the plural number and vice versa. Words importing the masculine gender shall include the feminine gender. Words importing persons shall include corporations.
- (b) Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.
- (c) Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same-meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.
- (d) Subject to the requirements of any Mandatory Provision, to the greatest extent possible the provisions of these Articles shall take precedence over the provisions of the Act.

## **MEMBERS**

- 3. The number of members with which the Company proposed to be registered is two. The number of the Members shall never be less than two, but the Directors may from time to time register an increase in members.
- 4. The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership shall be the members of the Company.
- 5. The rights and liabilities attaching to any Members of the Company may be varied from time to time by a Special Resolution of the Company.

## **GENERAL MEETINGS**

- 6. Subject to Article 9, all general meetings shall be held in the State.
- 7. Subject to Article 8 the Company shall in each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meetings as such in the notices calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next.
- 8. So long as the Company holds its first Annual General Meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. Subject to Article 6, the Annual General Meeting shall be held at such time and at such place in the State as the Directors shall appoint.
- 9. Subject to the provisions of Section 176 of the Act, an Annual General may be held outside of the State at such time and at such place as the Directors shall appoint where there is a unanimous agreement and the Directors have discharged their duty to provide necessary arrangements to ensure that member can by technological means participate in such a meeting without having to leave the State.
- 10. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

11. The Directors may, whenever they think fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by such means as provided by Section 176 to Section 179 of the Act.

#### **NOTICE OF GENERAL MEETINGS**

12. Subject to Section 181 of the Act an Annual General Meeting and a meeting called for by passing of a special resolution shall be called by 21 days' notice in writing at the least and a meeting of the Company (other than an Annual General Meeting or a meeting for the passing of a special resolution) shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour if meeting and in the case of special business and general nature of that business, and shall be given in manner hereinafter mentioned to such persons as are under the Articles of the Association entitled to receive notices from the Company.
13. The accidental omission to give notice of a meeting to or the non-receipt of notices of a meeting by any person entitled to receive the notice shall not invalidate the proceeding at that meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

14. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, the election of Directors in the place of those retiring, the re-appointment if the retiring Auditors and the fixing of the remuneration of the Auditors.
15. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, two members present in person shall be a quorum.
16. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved: in any other case it 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 meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
17. The Chairman, if any, of the Board of Directors shall preside as chairman at every general meeting of the Company, or if there is no such chairman, or if he is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the meeting.
18. If at any meeting no Director is willing to act as Chairman or if no Director is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be Chairman of the meeting.
19. The Chairman may with the consent of any meeting at which a quorum is present (and shall, if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

20. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the results of the show of hands) demanded:-
- (a) By the Chairman, or
  - (b) By two members present in person or by proxy at the general meeting of it shall be a quorum, or
  - (c) In the care of a single member Company, one member of the Company present in person or by proxy at a general meeting of it shall be a quorum, or
  - (d) By any member or members present in person and representing not less than one-tenth of the total voting rights of all members having the rights to vote at the meeting.

Unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution, the demand for a poll may be withdrawn.

21. If a poll is duly demanded it shall be taken in such a manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded subject to Section 190.
22. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
23. A poll demanded on the election of a Chairman, or on a question of adjournment shall be taken forthwith. A poll demanded on any other questions shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has demanded may be proceeded with pending the taking of the poll.
24. Subject to Sections 193 to 195 of the Act, a resolution in writing signed by the members for the time being entitled to attend and vote on such resolution at a General Meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.
25. Every member shall have one vote.
26. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or in a poll, by his committee, receiver, guardian, or other person appointed by that Court, and any such committee, receiver, guardian, or other person may vote by proxy on a show of hands or on a poll.
27. No member shall be entitled to vote at any general meeting unless all moneys immediately payable by him to the Company have been paid.
28. Votes may be given either personally or by proxy.
29. The instrument appointing a proxy shall be in writing under that hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a body corporate, either under seal or



under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.

30. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office or at such other place within the State as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of the poll, not less than 48 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
31. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:-

<b>[AQLITY COMPANY LIMITED BY GUARANTEE]</b>
<p>I/We, _____ (the "Member") of _____ in the County of _____, being a member/members of the above named Company, hereby appoint of _____ or failing him _____ or _____ as my/our proxy to attend, vote and speak for me/us on my/our behalf at the (annual or extraordinary, as the case may be) general meeting of the Company _____ to be held on the _____ day of 20____ and at any adjournment thereof.</p> <p>Signature of Member: .....</p> <p>Dated:.....</p>

32. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
33. A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, insanity or revocation as aforesaid is received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

**BODIES CORPORATE ACTING BY REPRESENTATIVES AT MEETINGS**

34. A body corporate which is a member of the Company may by resolution of its directors or other governing body authorise such persons as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual member of the Company.

#### **ANNUAL SUBSCRIPTIONS**

35. The Directors shall be entitled from time to time to determine any Annual Subscription to be payable by any member of the Company. Such subscriptions shall be payable in advance on the 1<sup>st</sup> January in each year. A person becoming a member of the Company after the 1<sup>st</sup> day of January in any year may be required by the Directors to pay the entire Annual Subscription in respect of that year. In the event that any member shall cease to be a member prior to 1<sup>st</sup> day of January in any year that member shall not be entitled to any rebate of his Annual Subscription paid for that year. The terms and conditions attaching to Life Subscriptions shall be determined by the Directors in their absolute discretion from time to time.

#### **RESIGNATION, CESSATION AND EXPULSION OF MEMBERSHIP**

- 36.1. A member of any class may by notice in writing to Secretary of the Company resign his membership of the Company provided that he/she has disposed of their membership within the entity
- 36.2. Membership of the Company shall automatically cease on any member's death and pass to their estate
- 36.3. If any member shall refuse or wilfully neglect to comply with any of these Articles of Association or shall have been guilty of such conduct as in the opinion of the Directors either shall have rendered him unfit to remain a member of the Company or shall be injurious to the Company, legal proceedings may be instigated by the Company to redress the situation provided that he shall have been given notice and shall have been afforded an opportunity of giving orally or in writing to the Directors any explanation or defence as he may think fit.

#### **DIRECTORS**

##### **37. Appointment of Directors**

- (a) The number of the Directors shall be not less than three (3) and unless and until determined by the Company in general meeting, not more than nine (9). The first Directors shall be the persons named in the statement delivered to the Registrar of Companies pursuant to Section 22 of the Act.
- (b) No remuneration shall be payable under any circumstances to any of the Directors in respect of his services as Director. The Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company.
- (c) The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act and of these Articles and to such directions, not being inconsistent with the aforesaid provisions, as the Company in general meeting may (by special resolution) give. No such direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.

- (d) Without prejudice to Section 40 of the Act, the Directors may delegate any of their powers to such person or persons as they think fit, including committees; any such committee shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.
- (e) The Company may from time to time, by ordinary resolution, increase or reduce the number of directors.
- (f) The Board shall have the power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.
- (g) Without prejudice to the powers to the Directors under Article 42, the Company in general meeting may by ordinary resolution appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing Directors.
- (h) The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 38 (a).

### **38. Removal of Directors and Vacation of Office**

- (a) The Company may by ordinary resolution remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract between him and the Company.
- (b) The Office of Director shall be vacated if the Director:
  - (i) holds any office or place of profit under the Company; or
  - (ii) is adjudged bankrupt, or being a bankrupt, has not obtained a certificate of discharged in the relevant jurisdiction, or makes any arrangement or composition with his creditors generally; or
  - (iii) becomes or is deemed to be subject to a disqualification order within the meaning of Chapter 4 of Part 14 of the Act; or
  - (iv) health is such that he can no longer be reasonably regarded as possessing an adequate decision making capacity; or
  - (v) resigns his/her office by notice in writing to the Company; or
  - (vi) becomes a restricted person within the meaning of Chapter 3 of Part 14 of the Act and the Directors resolve that his office be vacated; or
  - (vii) is convicted of an indictable offence unless the Board otherwise determine; or
  - (viii) is for more than 6 months absent, without the permission of the Board, from meetings of the directors held during the period; or
  - (ix) is either directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by Section 231 of the Act; or
  - (x) is requested in writing by all his/her co-Directors to resign.

- (xi) In addition to the circumstances set out above and as set out in section 148(2) of the Act, the office of Director shall be vacated if a Director ceases to be qualified for the position of charity trustee under section 55 of the Charities Act, 2009.

### **39. Rotation of Directors**

- (a) At the first Annual General Meeting of the Company, all the Directors shall retire from office and at the Annual General Meeting in every subsequent year one-third of the Directors for the time being, or if their number is not three or multiple of three, then the number nearest one-third, shall retire from office.
- (b) The Directors to retire in every year shall be those who have been longest in office since the last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.
- (c) The Company, at the meeting at which a Director retires in manner aforesaid, may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director has been put to the meeting and lost.
- (d) A retiring Director shall be eligible for re-election.
- (e) No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for re-election to the office of Director at any general meeting unless, not less than three nor more than 21 days before the date appointed for the meeting, there has been left at the office in writing, signed by a Member duly qualified to attend and vote at the meeting for which notice is given, of his intention to propose such a person for election, and also notice in writing signed by that person of his willingness to be elected.
- (f) The Company may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.
- (g) The Directors shall have power at any time, and from time to time, to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall hold office only until the next Annual General Meeting, and shall then be eligible for re-election, but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.
- (h) The Company may by ordinary resolution of which notice given in accordance with Section 146 of the Act remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
- (i) The Company may by ordinary resolution appoint another person in place if a Director removed from office as per Article 38. Without prejudice to the powers of the Directors under Article 42 the Company in general meeting may appoint any person to be a Director, either to fill a casual vacancy or as an additional Director. A person appointed in place of a director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

### **POWERS AND DUTIES OF DIRECTORS**

#### 40. **Borrowing Powers**

- (a) The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

#### 41. **Proceedings of Directors**

- (a) The Directors may meet together for the purpose of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of vote. Where there is any equality of votes, the Chairman shall have a second or casting vote.
- (b) The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be two (2).
- (c) A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.
- (d) All Directors shall be entitled to reasonable notice of any meeting of the Directors but, if the Directors so resolve, it shall not be necessary to give notice of a meeting of the Directors to any Director who, being resident in the State, is for the time being absent from the State.
- (e) A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be valid as if it had been passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors. Any such resolution in writing may consist of several documents in like form, each signed by one or more of the Directors and for all purposes shall take effect upon receipt at the registered office of the Company of all such several documents, by facsimile transmission or otherwise.
- (f) Any Director or member of a committee of the Board may participate in a meeting of the Directors or such committee by means of a conference, or as the case may be, members of the committee who are not all in one place, but each of whom is able, (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others. Any Director or member of a committee participating at such a meeting will be deemed to be present in person at such meeting and shall be entitled to vote and be counted in a quorum accordingly.
- (g) All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
- (h) A Director may waive notice of any meeting, and such waiver may be retrospective.
- (i) The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office, but, if no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
- (j) The Directors may delegate any of their powers to committees consisting of such member or members of the Board as they think fit; any committee so formed shall, in exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors

- (k) A committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within 5 minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.
- (l) A committee may meet adjourn as it thinks proper. Questions arising at any meetings shall be determined by a majority of votes of the members present, and when there is an equality of votes, the Chairman shall have a second or casting vote.

#### **42. Powers of Directors**

- (a) The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- (b) The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering by the Company, and exercise all such powers of the Company as are not by the Act or Articles required to be exercised by the Company in general meeting subject nevertheless to the provision of the Act and these Articles and to such directions, being not inconsistent with aforesaid provisions, as may be given by the Company in general meeting, but no direction given by the Company in general meeting shall, invalidate any prior act of the Directors which would have been valid if that direction has not been given.
- (c) The Directors may from time to time and at any time by power of attorney appoint any Company, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the attorney or attorneys of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors and under this Constitution) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
- (d) All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments; and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.
- (e) As per Section 166 of the Act, the Directors shall cause minutes to be made in books provided for the purpose:-
  - (i) of all appointments of officers made by the Directors;
  - (ii) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
  - (iii) of all resolutions and proceedings at all meetings of the Company, and the Directors and of committees of Directors.

#### **43. Voting on Contracts**

- (a) A Director may vote in respect of any contract in which he is interested or any matter arising there from.

**SECRETARY**

#### **44. Company Secretary**

- (a) The Secretary shall be appointed by Directors for such term and upon such conditions as they think fit; and any Secretary so appointed may be removed by them.
- (b) The Directors may appoint an assistant or deputy secretary and any provision in these Articles requiring or authorising a thing to be done by or to the Secretary shall be satisfied by it being done by or to the assistant or deputy secretary.
- (c) A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.
- (d) The Directors have a duty to ensure that the person appointed as Secretary has the skills or resources necessary to discharge their statutory and other duties.

### **THE SEAL**

#### **45. Use of the Seal**

- (a) The Seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf.
- (b) Any instrument to which the Seal shall be affixed shall be signed by a Director or by some other person appointed for the purpose by the Director or by a foregoing committee of them, and shall be countersigned by the Secretary or by a second director or by some other person appointed by the Directors or by a foregoing committee of them for that purpose.
- (c) If a registered person has been authorised by the Company under Section 39(1) of the Act, the Seal may be used by such person and any instrument to which the Seal shall be affixed when it is used by the registered person shall be signed by that person and countersigned –
  - (i) By the Secretary or a Director; or
  - (ii) By some other person appointed for the purpose by the directors or a committee of the Directors authorised by the Directors in that behalf.
- (d) The Company may have for use in any place abroad an official seal which shall resemble the seal of the Company with the addition on its face of the name of every place abroad where it is to be used.

### **ACCOUNTS**

#### **46. Preparation and Keeping of Accounts**

- (a) The Directors shall cause proper accounting records to be kept relation to:-
  - (i) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
  - (ii) all sales and purchase of goods by the Company; and
  - (iii) the assets and liabilities of the Company.

- (b) Adequate accounting records shall be deemed to have been maintained if they explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.
- (c) The accounting records shall be kept at the office or, subject to Section 283 of the Act. At such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the Directors.
- (d) The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document except as conferred by statute or authorised by the Directors or by the Company in general meeting.

#### **47. Laying of Accounts Before Annual General Meeting**

- (a) The Directors shall from time to time in accordance with the Act cause to be prepared and to be laid before the Annual General Meeting of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by those Sections to be prepared and laid before the Annual General Meeting of the Company.
- (b) A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Annual General Meeting of the Company together with a copy of the Directors' report shall not less than 21 days before the date of the Annual General Meeting, be sent to every person entitled under the provisions of the Act to receive them.

### **AUDIT**

48. Where appropriate, Auditors shall be appointed, and their duties regulated in accordance with the provisions of the Act dealing with such matters.

### **NOTICES**

#### **49. Notices**

- (a) A notice may be given by the Company to any member either in writing or by electronic means subjects to the provisions of this Article 49.
- (b) A Notice in writing may be served on or given to the Member in one of the following ways:
  - (i) By delivering it by hand to the Member;
  - (ii) By leaving it at the usual or notified address of the Member;
  - (iii) By sending it by post in a prepaid letter or by courier to the usual or notified address of the Member; or
  - (iv) By electronic means.
- (c) Any Notice served or given in accordance with the provisions of Article 49 (b) shall be deemed, in the absence of any agreement to the contrary between the Company and the Member to have been served or given –



- (i) In the case of its being delivered, at the time of delivery (or, if delivery is refused, when tendered);
- (ii) In the case of it being left, at the time that it is left;
- (iii) In the case of it being posted (to an address in the State) on any day other than Friday, Saturday or Sunday, 24 hours after dispatch and in the case of its being posted (to such address) –
  - 1. On a Friday – 72 hours after dispatch; or
  - 2. On a Saturday or Sunday – 48 hours after dispatch; or;
- (iv) In the case of it being posted (to an address outside of the State) on any day other than Friday, Saturday or Sunday, 24 hours after dispatch and in the case of its being posted (to such an address) –
  - 1. On a Friday – 168 hours after dispatch; or
  - 2. On a Saturday or Sunday – 120 hours after dispatch; or;
- (v) In the case of electronic mail, at the time it was sent,

But subject to Section 181(3) of the Act regarding notice of general meetings.

- (d) Notice of every general meeting shall be given in any manner herein before authorised to:-
  - (i) every member
  - (ii) every person being a personal representative or the Official Assignee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
  - (iii) the Auditor (if any) for the time being of the Company.

No other person shall be entitled to receive notices of general meetings.

## INDEMNITY

- 50. Subject to the provisions of the Act every Director or member of a committee appointed by the Board or any agent of the Board or such a committee, auditors, Secretary and every other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by any of them in defencing any proceedings, whether civil or criminal, in relation to their acts while acting in such capacity where judgement is given in their favour or in which they are acquitted, or in connection with any application under Section 233 of the Act in which relief is granted to them by the Court.

We, the persons whose name and addresses are subscribed, wish to be formed into a company in pursuance of this Memorandum of Association.

**NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS**

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**Company Director**

Giuliano Stochino Weiss  
Via Giovanni Aurispa 186  
Noto (SR)  
96017, ITA

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**Signature**

**Company Director**

Emily Cooper  
Annsbrook Skearke,  
Kells,  
Co. Meath

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**Signature**

**Company Director**

Niall Carson  
Annsbrook Skearke,  
Kells,  
Co. Meath

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**Signature**

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**TOTAL MEMBERS**

**THREE (3)**

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Signatures in writing of the above subscribers, attested by witness as provided for below; or authentication in the manner referred to in section 888.

Dated the            22            day of            SEPTEMBER            2024

**Witness to the above signatures**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_