

Company Number: 1876409

The Companies Acts 1948 to 1989

COMPANY LIMITED BY SHARES

**MEMORANDUM AND NEW
ARTICLES OF ASSOCIATION
OF**

DIGITAL TECHNOLOGY INTERNATIONAL LIMITED

(Incorporated the 11th day of January 1985)

Including all amendments as at 2nd July 1999

SATURDAY



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COMPANIES HOUSE

THE COMPANIES ACTS 1948 to 1989

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

DIGITAL TECHNOLOGY INTERNATIONAL LIMITED

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COMPANIES HOUSE

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1. The name of the Company is "**DIGITAL TECHNOLOGY INTERNATIONAL LIMITED**".*
2. The registered office of the Company will be situate in England
3. The objects for which the Company is established are :-
 - (a) (1) To carry on the business of providing data processing, computer and accounting services and to act as advisers, contractors and consultants on all matters connected with the operation and use of computers, to undertake data preparation, programming and processing, system analysis and the operation of computers and to offer these services to any company, corporation, person or body and to buy and sell computer time; to act as specialists in commercial business developments and reconstructions, business consultants, organisers, managers and investigators; secretaries and registrars of public or private limited companies or other business firms; business transfer agents, employment agents, shorthand writers, copy typists, company promoters, underwriters, financiers, bill brokers, insurance brokers and generally to undertake and execute agencies and commissions of any kind and offer secretarial services in all their branches.
 - (2) To carry on business as proprietors of private schools and colleges and to organise and operate correspondence schools, residential courses, lectures and tutorial classes in all matters connected with data preparation, programming, processing and the operation of computers and to employ teachers, lecturers, examiners and any persons with specialised knowledge in these subjects.

* The name of the Company was changed from Advasign Limited to Digital Publishing Systems Limited on 11th February 1985, to DPS Typecraft Limited on 16th May 1988 and to Digital Technology International Limited on 2nd July 1999

- (b) To carry on any other business or trade which in the opinion of the Directors of the Company may be conveniently carried on in connection with or as ancillary to any of the above businesses or be calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects;
- (c) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any interest whatsoever any movable or immovable property, whether tangible or intangible and wheresoever situate, which the Company may think necessary or convenient for the purposes of its business and to sell, lease, hire out, grant rights in or over, improve, manage or develop all or any part of such property or otherwise turn the same or any part thereof to the advantage of the Company,
- (d) To build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works, plant and machinery necessary or convenient for the business of the Company and to join with any person, firm or company in doing any of the things aforesaid;
- (e) To borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital, and also by any similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person, firm or company of any obligation undertaken by the Company or any other person, firm or company as the case may be;
- (f) To apply for and take out, purchase or otherwise acquire any patents, licences and the like conferring an exclusive or non-exclusive or limited right of user, or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit the Company, and to use, develop, grant licences in respect of, or otherwise turn to account any rights or information so acquired,
- (g) To purchase, subscribe for or otherwise acquire and hold and deal with any shares, stocks, debentures, debenture stock, bonds or securities of any other company or corporation carrying on business in any part of the world;
- (h) To issue, place, underwrite or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, debentures, debenture stock, bonds, stocks and securities of any company, whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon;
- (i) To invest and deal with the monies of the Company not immediately required for the purposes of its business in or upon such investments and securities and in such manner as may from time to time be considered expedient;
- (j) To lend money or give credit on such terms as may be considered expedient and receive money on deposit or loan from and give guarantees or become security for any persons, firms or companies;

- (k) To enter into partnership or into any arrangement for sharing profits or to amalgamate with any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company,
- (l) To acquire and undertake the whole or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company,
- (m) To sell, exchange, lease, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking of the Company for such consideration as may be considered expedient and in particular the shares, stock or securities of any other company formed or to be formed,
- (n) To establish, promote, finance or otherwise assist any other company for the purpose of acquiring all or any part of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company;
- (o) To pay for any rights or property acquired by the Company, and to remunerate any person, firm or company rendering services to the Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or in any other manner whatsoever, and to pay all or any of the preliminary expenses of the Company and of any company formed or promoted by the Company;
- (p) To accept stock or shares in, or the debentures, mortgage debentures or other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company;
- (q) To draw, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, scrip, warrants and other transferable or negotiable instruments,
- (r) To establish, support or aid in the establishment and support of associations, institutions, clubs, funds, trusts and schemes calculated to benefit the directors, ex-directors, officers, ex-officers, employees or ex-employees of the Company or the families, dependants or connections of such persons, and to grant pensions, gratuities and allowances to and to make payments towards insurance for the benefit of such persons as aforesaid, their families, dependants or connections and to subscribe or contribute to any charitable, benevolent, or useful object of a public character,
- (s) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, and for such purpose to distinguish and separate capital from profits, but so that nothing in this sub-clause shall authorise the Company to make any distribution other than in accordance with the law for the time being in force;

(4)

- (t) To do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise;
- (u) to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

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

4 The liability of the members is limited.

5 *The share capital of the Company is £100 divided into 100 shares of £1 each. The Company has power to increase the share capital and to divide the shares (whether original or increased) into several classes and to attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise.

* By Special and Ordinary Resolutions passed on 1st February 1985 the existing shares of £1 each were sub-divided into Ordinary Shares of 20p each and the share capital was increased to £250,000 divided into 1,250,000 Ordinary Shares of 20p each.

By Ordinary Resolution passed on 3rd June 1992 the share capital was further increased to £400,000 divided into 2,000,000 Ordinary Shares of 20p each.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
<p>STEPHEN FREDERICK WALFORD Epworth House 25/35 City Road London EC1 Company Formation Assistant</p> <p>JOHN REGAN Epworth House 25/35 City Road London EC1 Company Search Assistant</p>	<p>One</p> <p>One</p>
Total shares taken	Two

DATED the 1st day of November, 1984

WITNESS to the above signatures

YAP KIM LAN
Epworth House
25/35 City Road
London EC1

Company Formation Assistant

THE COMPANIES ACTS 1948 and 1989

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

of

DIGITAL TECHNOLOGY INTERNATIONAL LIMITED

(Adopted by Special Resolution on 28th April 1999)

PRELIMINARY

1. The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 ("**Table A**") shall apply to the Company save insofar as they are excluded or varied hereby.
2. The regulations of Table A numbered 8, 24, 50, 64 to 69, 73 to 81, 94 to 98 and 112 shall not apply to the Company, and in lieu thereof and in addition to the remaining regulations of Table A (as may be hereby varied), the following shall be the regulations of the Company.

PRIVATE COMPANY

3. The Company is a private company within the meaning of the Companies Act 1985 ("**the Act**")

SHARES

4. Subject to the provisions of Section 80 of the Act and Article 26, all unissued shares of the Company, whether forming part of the original capital of the Company or subsequently created, shall be under the control of the Directors, who may allot, issue or grant options over or otherwise dispose of such shares and may determine the rights to be attached thereto and the terms upon which they be allotted or issued. In accordance with Section 91 of the Act, sub-section (1) of Section 89 and sub-sections (1) to (6) inclusive of Section 90 of the Act shall be excluded from applying to the Company.

TRANSFER OF SHARES

5. No transfer of any share in the capital of the Company shall be made or registered without the previous sanction of the Parent Company (as defined in Article 26), which may in its absolute and uncontrolled discretion, without assigning any reason, refuse to give such sanction.
6. The Transferor of a share shall be deemed to remain the holder of the share until the name of the Transferee is entered in the Register in respect thereof.

LIEN

7. 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 dividend 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.

DIRECTORS

8. (1) Unless and until otherwise determined by ordinary resolution of the Company the minimum number of Directors excluding alternate directors shall be one and in the event of there being a sole Director, he shall have all the powers and be subject to all the provisions herein conferred on the Directors and he or any alternate Director appointed by him shall alone constitute a quorum of any meeting of the Directors and there shall be no maximum number of Directors.
- (2) A Director shall not be required to vacate his office and no person shall be ineligible for appointment or re-appointment as a Director by reason of his attaining the age of 70 or any other age and Section 293 of the Act shall not apply to the Company.
9. (1) The Directors shall not have the power to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors.
- (1) The Company 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, subject to any maximum for the time being in force.

POWERS AND DUTIES OF DIRECTORS

10. Subject to making such disclosures and declarations of his interest as are required by Section 317 of the Act, a Director may contract with and participate in the profits of any contract with the Company as if he were not a Director, and may retain for his own absolute use and benefit all profits and advantages accruing to him therefrom. A director may also vote in respect of any contract or arrangement in which he is interested and shall be counted in the quorum present at the meeting.
11. A Director may hold any other office or place of profit under the Company other than that of auditor or of secretary if he be a sole Director, at such remuneration and upon such terms as the Directors may determine. Any Director may act by himself or his firm in a professional capacity for the Company other than as auditor, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

PROCEEDINGS OF DIRECTORS

12. Subject as provided in Article 8(1) above the quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be three. For the purposes of determining whether the quorum necessary for the transaction of the business of the Directors exists at any meeting of the Directors, in addition to the Directors or their alternates present at the Meeting any Director or alternate Director in telephonic communication with such meeting shall be counted in the quorum

MANAGING DIRECTOR

13. The Parent Company may from time to time appoint one or more of the Directors to the office of Managing Director for such period and on such terms and at such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as they may think fit, and subject to the terms of any agreement entered into in any particular case, the Parent Company may at any time revoke such appointment, which shall be automatically determined if the person or persons appointed shall cease for any reason to be a Director.
14. The Directors may from time to time entrust to and confer upon a Managing Director or Managing Directors as a Committee all or any of the powers exercisable by the Directors (including the power to make calls, issue, allot or forfeit shares or issue debentures) upon such terms and conditions and with such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

DISQUALIFICATION OF DIRECTORS

15. The office of a Director shall be vacated if:-
 - (1) he becomes bankrupt or makes any arrangement or composition with his creditors generally, or
 - (2) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
 - (3) he becomes of unsound mind, or
 - (4) he resigns his office by notice in writing to the Company; or
 - (5) the Company shall so resolve by an Extraordinary Resolution at an Extraordinary General Meeting, or
 - (6) the Parent Company shall so resolve under Article 26.

ALTERNATE DIRECTORS

16. Each Director shall have the power at any time to appoint to the office of an alternate Director either another Director or any other person approved for that purpose by the Parent Company and may at any time remove from office any alternate Director so appointed by him.
17. The appointment of an alternate Director shall automatically determine on any of the following events:-
 - (1) if his appointor shall determine the appointment;
 - (2) on the happening of any event which, if he were a Director, would cause him to vacate the office of Director,
 - (3) if by writing under his hand he shall resign such appointment; or
 - (4) if his appointor shall cease for any reason to be a Director.
18. An alternate Director shall (subject to his giving to the Company an address within the United Kingdom or the United States of America at which notices may be served upon him) be entitled to receive notice of meetings of the Directors and

of any Committee of the Directors of which his appointor is a member, and to attend, be counted for the purpose of a quorum, and vote at any such meeting at which his appointor is not personally present and generally to perform all the functions of his appointor as a Director in his absence.

19. An alternate Director may be repaid by the Company such expenses as might properly be repaid to him if he were a Director but shall not in respect of such appointment be entitled to receive any remuneration from the Company. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.
20. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor.
21. Subject to the provisions of this Article, the provisions of these Articles and the Regulations of Table A which apply to the Company shall apply to every alternate Director except that he shall not have power as such alternate Director to appoint any Director or other person as his alternate
22. Every appointment and removal of an alternate Director shall be in writing signed by or on behalf of the appointor and shall take effect (subject to any approval required by Article 16) upon receipt of such written appointment or removal at the registered office of the Company or by the Secretary.
23. Whenever a Director is also an alternate Director his rights and powers as such alternate Director shall be additional to and separate from those which he has as a Director, and in particular he shall be entitled 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 the purpose of determining whether a quorum is present.

NOTICES TO MEMBERS

24. A notice may be given by the Company to any member either personally or by sending it by prepaid first class post, airmail or facsimile to his registered address or to any other address supplied by him to the Company for the giving of notice to him. A properly addressed and prepaid notice sent by post shall be deemed to have been served at an address within the United Kingdom, in the case of notice of a meeting, at the expiry of 48 hours after the notice is posted and, served at an address outside the United Kingdom at the expiry of 72 hours from the time of posting. Where a notice is given by facsimile, service of the same shall be deemed to be effected upon receipt of telephone or other confirmation of its receipt

INDEMNITY

25. Every Director or other officer 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, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Sections 144, 145 or 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 insofar as its provisions are not avoided by Section 310 of the Act.

OVER-RIDING PROVISION

26. Whenever any body corporate (hereinafter called "the Parent Company"), shall be the holder of not less than 90 percent of the issued Ordinary Shares of the Company the following provisions shall apply and to the extent of any inconsistency shall have overriding effect as against all other provisions of these Articles:-

- (1) the Parent Company may at any time and from time to time appoint any person to be a Director or remove from office any Director howsoever appointed but so that in the case of a Managing Director his removal from office shall be deemed an act of the Company,
- (2) no unissued shares shall be issued or agreed to be issued or put under option without the consent of the Parent Company'
- (3) any or all powers of the Directors shall be restricted in such respects and to such extent as the Parent Company may by notice to the Company from time to time prescribe.

Any such appointment, removal, consent or notice shall be in writing served on the Company and signed on behalf of the Parent Company by any two of its Directors or by any one of its Directors and its Secretary or some other person duly authorised for the purpose. No person dealing with the Company shall be concerned to see or enquire as to whether any requisite consent of the Parent Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time actual notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.