

The Companies Acts 1985 & 1989

COMPANY LIMITED BY GUARANTEE

Memorandum of Association of

THE TAX JUSTICE NETWORK INTERNATIONAL SECRETARIAT LIMITED

1. The name of the Company is The Tax Justice Network International Secretariat Limited.
2. The registered office of the Company will be situated in England and Wales.
3. The objects of the Company are to achieve the following aims:
 - (a) to eliminate cross-border tax evasion and limit the scope for tax avoidance, so that large corporations and wealthy individuals pay tax in line with their ability to do so;
 - (b) increase citizens' influence in the democratic control of taxation, and restrict the power of capital to dictate tax policy solely in its own interest;
 - (c) restore similar tax treatment of different forms of income, and reverse the shifting of the tax burden onto ordinary citizens;
 - (d) remove the tax and secrecy incentives that encourage the outward flow of investment capital from countries most in need of economic development;
 - (e) prevent the further privatisation and degradation of public services.
4. The Company has the following powers, which may be exercised only in promoting the Objects:
 - (a) To:
 - i hold conferences, workshops, seminars, tutorials and similar such events providing opportunity for teaching, discussion and development;
 - ii provide or procure counselling, advice, guidance or other support services to businesses and organisations with similar objects to its own;
 - iii advise, counsel and assist those in positions of authority;
 - iv alone or with other organizations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies;
 - v publish books, magazines, booklets, leaflets, articles, compact discs, web sites and similar such materials, whether printed on paper or transmitted by other media;
 - vi make agreements with authors, lecturers, teachers, publishers and other relevant persons;
 - vii purchase, acquire and maintain interest in the copyright of or right to use written works, videos, tapes, books, compact discs, web sites or other media;
 - viii promote and carry out, or assist in promoting and carrying out, research, surveys and investigations and publish the useful results thereof for the benefit of the public.

- (b) To raise funds including by means of taxable trading, if appropriate;
- (c) To borrow money and give security for loans;
- (d) To acquire or hire property of any kind;
- (e) To let or dispose of property of any kind;
- (f) To make grants or loans of money and to give guarantees;
- (g) To undertake and execute any trusts which may lawfully be undertaken by a Company and to take any gifts of real or personal property, whether subject to any special trusts or not, for any one or more of the objects of the Company;
- (h) To set up, administer, amalgamate with, affiliate to or co-operate with or subscribe to any other Company, association, society or body whether corporate or unincorporated in any part of the world, whose objects are or include objects similar to the objects of the Company, provide such association or body is not carrying on or proposing to carry on such works or objects for purposes of financial gain for its members;
- (i) To set aside funds for special purposes or as reserves against future expenditure;
- (j) To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification);
- (k) To delegate the management of investments to a financial expert, but only on terms that:
 - i the investment policy is set down in writing for the financial expert by the Directors;
 - ii every transaction is reported promptly to the Directors;
 - iii the performance of the investments is reviewed regularly with the Directors;
 - iv the Directors are entitled to cancel the delegation arrangement at any time;
 - v the investment policy and the delegation arrangement are reviewed at least once a year;
 - vi all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt;
 - vii the financial expert must not do anything outside the powers of the Directors;

- (l) To arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Directors or of a financial expert acting under their instructions and to pay any reasonable fee required;
 - (m) To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
 - (n) To insure the Directors against the costs of a successful defence to a criminal prosecution brought against them as Company Directors or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
 - (o) Subject to clause 5, to employ paid or unpaid agents, staff or advisers;
 - (p) To enter into contracts to provide services to or on behalf of other bodies;
 - (q) To establish subsidiary companies to assist or act as agents for or to undertake taxable trading on behalf of the Company provided that all profits arising from taxable trading shall be made available for the exclusive use of the Company;
 - (r) To pay the costs of forming the Company;
 - (s) To do anything else within the law which promotes or helps to promote the Objects.
5. The Company shall be non profit making, the income and property of the Company shall be applied solely towards the promotion of its objects set out in this Memorandum of Association, and no portion shall be transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to members of the Company or to members of the Board of Directors except:
- (a) by way of reasonable and proper payment, fees or wages for any service actually rendered to the Company;
 - (b) by way of grants, loans, donations or any other kind of financial assistance to any organisation, society or statutory authority which is a member of the Company, or is represented by a member of the Company or a member of the Board of Directors, provided that any such assistance is in respect of activities in furtherance of the Objects of the Company.
 - (c) by way of reasonable and proper out of pocket expenses to persons carrying on work on behalf of the Company.
6. The liability of the members is limited.
7. Every person which is a member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while it is a member (or within one year after it ceases to be a member) for payment of the debts and liabilities of the Company contracted before it ceased to be a member, and of the costs, charges or expenses of winding up and for the

adjustments of the rights of the contributories amongst themselves, such amount as may be required not exceeding one pound.

8. If on the winding up or dissolution of the Company any of its assets remain to be disposed of after its liabilities are satisfied, these assets shall not be distributed among the members, but shall be transferred instead to some other non-profit-distributing organisation(s) having objects similar to or compatible with those of the Company whether in the United Kingdom or otherwise, as may be decided by the members at the time of or prior to the dissolution. In the event that for whatever reason any residual assets cannot be so transferred, they shall be given for charitable purposes.

NAMES & ADDRESSES OF SUBSCRIBERS SIGNATURES OF SUBSCRIBERS:

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COMPANY LIMITED BY GUARANTEE

Articles of Association of

THE TAX JUSTICE NETWORK INTERNATIONAL SECRETARIAT LIMITED

1. MEMBERSHIP

- 1.1 The subscribers to the Memorandum of Association and such other persons or organisations as the Directors shall admit to membership shall be members of the Company.
- 1.2 The number of members with which the Company proposes to be registered is unlimited.
- 1.3 The Company shall maintain a register of members.
- 1.4 Every person or organisation admitted to membership of the Company shall sign the register of members or sign a written consent to become a member, and for this purpose such consent may be an email if sent from the email address that the member shall have advised the Company it shall use for this purpose
- 1.5 Membership of the Company is open to any person or organisation interested in promoting the Objects who
 - 1.5.1 applies to the Company in the form required by the Board of Directors
 - 1.5.2 is approved by the Broad of Directors and
 - 1.5.3 makes settlement of all subscriptions due (if any)
- 1.6 The Board of Directors shall consider the application of any person or organisation to become a Member and may appoint them as Members if it thinks fit, provided that where a Member other than a natural person has not confirmed to the Company Secretary that it is a legal entity capable of being a Member of the Company, its authorised representative shall be admitted as a Member on its behalf.
- 1.7 The Board of Directors may in its absolute discretion decline to accept any person as a Member and need not give reasons for so doing.
- 1.8 The Board of Directors may from time to time prescribe criteria for membership but shall not by so doing become obliged to accept persons fulfilling those criteria as Members.

1.9 Membership is terminated if the member concerned:

- 1.9.1 gives written notice of resignation to the Company
- 1.9.2 ceases to exist
- 1.9.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due), or:
- 1.9.4 is removed from membership by resolution of a General Meeting on the grounds that in their reasonable opinion the member's continued membership is harmful to the Company (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)

provided always that termination of membership (except under the provisions of Article 1.10.2) is not allowed if there shall in consequence be less than three members

1.10 Membership of the Company is not transferable

2. GENERAL MEETINGS

- 2.1 Members are entitled to attend and vote at general meetings. General meetings must be called with at least 21 clear days written notice specifying the business to be discussed, such notice to be advised by any one of the following means:
 - 2.1.1 in writing to their last notified address
 - 2.1.2 notice posted on a web site in the customary use of the company
 - 2.1.3 by email sent to the last email address that the member shall have advised the Company
- 2.2 The Company shall hold at least one general meeting a year and in the event that it shall only hold one such meeting that shall be the Annual General Meeting
- 2.3 The first Annual General Meeting of the Company shall take place within 15 months of incorporation and no more than 15 months shall elapse between any two Annual General Meetings
- 2.4 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least 5 (or 5% of the members if greater)
- 2.5 No business shall be transacted at any General Meeting unless a quorum of Company members is present at the time when the meeting proceeds to business. If within half an hour from the time appointed for the meeting a quorum is not present, or, if during a meeting a quorum ceases to be present, the meeting shall be adjourned to such

other day and at such other time and place as the Directors may determine. If at this adjourned meeting a quorum is not present within half an hour after the appointed starting time, the Company members present will be a quorum

- 2.6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting
- 2.7 The Chair or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 2.8 Decisions shall where possible be arrived at by consensus but in the case that a consensus cannot be achieved the matter in question shall be resolved by a vote and except where otherwise provided by the Act, every issue shall be decided by a majority of the votes cast if consensus has not been achieved
- 2.9 Except for the chair of the meeting, who has a second or casting vote, every member has one vote on each issue.
- 2.10 A member may vote through attendance of an authorised representative at the meeting or by proxy. A proxy shall be nominated in writing by the member. The member shall be entitled to issue instruction to the proxy as to how they should vote on its behalf
- 2.11 A written resolution signed by either a majority of members entitled to vote at a general meeting in the case of an ordinary resolution or 75% of the members entitled to vote in the case of a special resolution shall be treated as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature and such documents may be emails if sent from the email address that the member shall have advised the Company it shall use for this purpose)
- 2.12 At an AGM the members:
 - 2.12.1 receive the accounts of the Company for the previous financial year
 - 2.12.2 receive the Directors' report on the Company's activities since the previous AGM
 - 2.12.3 accept the retirement of those Directors who wish to retire or who are retiring by rotation
 - 2.12.4 elect persons to be Directors to fill the vacancies arising
 - 2.12.5 appoint auditors for the Company if required to do so by the Act or if the members shall consider it their wish to do so and determine their remuneration

2.12.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Company and

2.12.7 discuss and determine any issues of policy or deal with any other business put before them

2.13 Any general meeting which is not an Annual General Meeting is an Extraordinary General Meeting.

2.14 An EGM may be called at any time by the Directors and must be called within 28 days on a written request from at least 5 members (or 5% of the members if greater)

2.15 An EGM shall discuss and determine any issues of policy or deal with any other business put before it but shall devolve responsibility for implementation of that policy or other business to the Directors

3. THE DIRECTORS

3.1 The first Directors shall be those persons named in the statement delivered pursuant to Section 10(2) of the Act, who shall be deemed to have been appointed under these Articles

3.2 The Directors shall meet together as a Board ("the Board of Directors") and the Board of Directors shall have control of the Company and its property and funds

3.3 There must be at least one and not more than ten Directors. Directors must be members or their authorised representatives

3.4 Every Director must sign a declaration of willingness to act as a Director of the Company before he or she is eligible to vote at any meeting of the Directors

3.5 All directors shall be required to retire from office at each AGM. A Director may stand for re-election upon expiry of their term of office

3.6 A Director's term of office automatically terminates if he or she:

3.6.1 is disqualified under the Act from serving as a Company Director

3.6.2 is incapable, whether mentally or physically, of managing his or her own affairs

3.6.3 is absent from three consecutive meetings of the Directors without the consent of the other Directors being given

3.6.4 resigns by written notice to the Directors (but only if at least three Directors will remain in office)

- 3.6.5 is removed by resolution passed by at least 50% of the members present and voting at a General Meeting after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views
- 3.6.6 is removed from office in accordance with the provisions of the preceding paragraph having previously been suspended by the other Directors for reason of being considered guilty of an act of gross misconduct sufficient to have justified termination of an employment with the Company
- 3.7 The Directors may at any time co-opt any person duly qualified to be appointed as a Director to fill a vacancy in their number or as an additional Director, but a co-opted Director holds office only until the next AGM
- 3.8 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting
- 3.9 Every Director, auditor or officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities they shall incur in or about the execution and discharge of the duties of her or his office, except to the extent that such losses or liabilities shall be attributed to:-
- 3.9.1 fraud or other matters in respect of which such person concerned shall be convicted of a criminal offence; or
- 3.9.2 negligence; or
- 3.9.3 actions knowingly beyond the scope of a specific authority or limit thereon on the part of such person

4. PROCEEDINGS OF DIRECTORS

- 4.1 The Directors must hold at least two meetings each year
- 4.2 A meeting of the directors may be requisitioned at any time at the request of three directors
- 4.3 Fourteen days clear notice shall be given of any meeting of the directors
- 4.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Director entitled to receive notice shall not invalidate the proceedings of that meeting
- 4.5 The Directors may admit company Members and other observers to Directors' meetings. Company Members and other observers so present may speak at Directors' meetings but are not entitled to receive notice of Directors' meetings or to vote.

- 4.6 A quorum at a meeting of the Directors is three Directors
- 4.7 A meeting of the Directors may be held either in person or by suitable telephone or electronic means agreed by the Directors in which all participants may communicate with all the other participants
- 4.8 The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting
- 4.9 Every issue may be determined by consensus or by a simple majority of the votes cast at a meeting but a written resolution signed by all the Directors is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature and such documents may be emails if sent from the email address that the Director shall have advised the Company he or she shall use for this purpose)
- 4.10 Except for the chair of the meeting, who has a second or casting vote, every Director has one vote on each issue
- 4.11 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting

5. POWERS OF DIRECTORS

The Directors have the following powers in the administration of the Company:

- 5.1 to appoint (and remove) any member (who may be a Director) to act as Secretary to the Company in accordance with the Act
- 5.2 to appoint a Chair, Treasurer and other officers from among their number
- 5.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least two members of every committee must be a Director and all proceedings of committees must be reported promptly to the Directors)
- 5.4 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the ethical conduct of the Company
- 5.5 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings
- 5.6 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 5.7 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Company and the use of its seal (if any)

- 5.8 to make Regulations consistent with the Memorandum, these Articles and the Act to regulate the employment of staff by the Company
- 5.9 to establish procedures to assist the resolution of disputes within the Company
- 5.10 to establish procedures to ensure that all cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company are signed, drawn, accepted, endorsed, or otherwise executed in such manner as the Directors shall decide
- 5.11 to exercise any powers of the Company which are not reserved to a general meeting

6. RECORDS & ACCOUNTS

- 6.1 The Directors must comply with the requirements of the Act as to keeping financial records, the audit of accounts (if required) and the preparation and transmission to the Registrar of Companies of:
 - 6.1.1 annual reports
 - 6.1.2 annual returns
 - 6.1.3 annual statements of account
- 6.2 The Directors must keep proper records of
 - 6.2.1 all proceedings at general meetings
 - 6.2.2 all proceedings at meetings of the Directors
 - 6.2.3 all reports of committees and
 - 6.2.4 all professional advice obtained
- 6.3 Accounting records relating to the Company must be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by members who are not Directors if the Directors so decide
- 6.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or member, or to any other person who makes a written request and pays the Company's reasonable costs within one month of such request being made

7. NOTICES

- 7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members) may be published in any suitable journal,

newspaper, newsletter or general email distributed by the Company or on its customary website

- 7.2 The only address at which a member is entitled to receive notices is the address shown in the register of members and the only email address at which a member is entitled to receive notices is that shown in the register of members
- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address
- 7.3.2 two clear days after being sent by first class post to that address
- 7.3.3 three clear days after being sent by second class or overseas post to that address
- 7.3.4 on the date of publication of a newspaper or website containing the notice
- 7.3.5 on being handed to the authorised representative of the member personally or, if earlier,
- 7.3.6 as soon as the member acknowledges actual receipt
- 7.4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting

8. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Company take effect as though repeated here

9. INTERPRETATION

In the Memorandum in and in these Articles:

9.1 'The Act' means the Companies Act 1985

'AGM' means an annual general meeting of the Company

'these Articles' means these articles of association

'authorised representative' means an individual who is authorised by a member organisation to act on its behalf at meetings of the Company and whose name is given to the Secretary

'the Board' means the Board of Directors

'Chair' means the Chair of the Directors

'the Company' means the company governed by these Articles

'Company Director' has the meaning prescribed by the Act

'clear day' means 24 hours from midnight following the relevant event

'Director' means a director of the Company and 'Directors' means all of the directors

'EGM' means an extraordinary general meeting of the Company

'financial expert' means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

'material benefit' means a benefit which may not be financial but has a monetary value

'member' and 'membership' refer to membership of the Company

'Memorandum' means the Company's Memorandum of Association

'month' means calendar month

'ordinary resolution' means a resolution of that description defined by the Companies Act 1985

'the Objects' means the Objects of the Company as defined in clause 3 of the Memorandum

'the Office' means the registered office of the Company

'organisation' shall include structured groups whether incorporated or unincorporated but shall exclude natural persons

'persons' shall include corporations whether incorporated or unincorporated and natural persons

'Secretary' means the Secretary of the Company

'special resolution' means a resolution of that description defined by the Companies Act 1985

'taxable trading' means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax

'written' or 'in writing' refers to a legible document on paper including a fax or email message

'year' means calendar year

9.2 Expressions defined in the Act have the same meaning

9.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

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