

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

DotAsia Organisation Limited

Incorporated the 12th day of September, 2006



No. 1073566

編號

**COMPANIES ORDINANCE
(CHAPTER 32)
香港法例第32章
公司條例**

**CERTIFICATE OF INCORPORATION
公司註冊證書**

I hereby certify that
本人謹此證明

DotAsia Organisation Limited

is this day incorporated in Hong Kong under the Companies Ordinance,
於本日在香港依據公司條例註冊成為

and that this company is limited.
有限公司。

Issued by the undersigned on 12 September 2006.

本證書於二〇〇六年九月十二日簽發。

Miss Nancy O. S. YAU

.....
**for Registrar of Companies
Hong Kong**

香港公司註冊處處長

(公司註冊主任 邱愛琛 代行)

THE COMPANIES ORDINANCE (CAP.32)

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

DotAsia Organisation Limited

1. **NAME**

The name of the Company is DotAsia Organisation Limited (the “Company”).

2. **REGISTERED OFFICE**

The registered office of the Company will be situated in Hong Kong Special Administrative Region of the People’s Republic of China (the “HKSAR”).

3. **OBJECTS & POWERS**

The objects of the Company are:-

- (a) to sponsor, establish and operate a regional Internet namespace with global recognition and regional significance, dedicated to the needs of the Pan-Asia and Asia Pacific Internet community;
- (b) to create a globally visible domain that embodies the successful, co-operative atmosphere established within the Pan-Asia and Asia Pacific Internet community to accelerate the overall growth of the region;
- (c) to operate a viable not-for-profit initiative that is a technically advanced, world-class top level domain (“TLD”) registry for the Pan-Asia and Asia Pacific community;

- (d) to develop and administer a registration system for Internet domain names under the top level domain “.Asia” and its other equivalents and to establish and develop a self-regulatory framework in respect of such registration system;
- (e) to provide services for registration of domain names under the .Asia TLD and its other equivalents including but not limited to registry services and other services ancillary thereto;
- (f) to liaise with operators of Pan-Asia and Asia Pacific country code top level domains (“ccTLDs”) and international bodies on issues relating to the development and administration of .Asia domain name systems;
- (g) to develop and establish a policy framework for the development and administration of Internet domain names under the .Asia TLD and its other equivalents;
- (h) to establish appropriate charter eligibility dispute resolution policy to ensure charter qualified registrations of Internet domain names under the .Asia TLD and its other equivalents and dispute resolution policy to curb abusive registrations of Internet domain names under the .Asia TLD and its other equivalents;
- (i) to reinvest portions of revenues and/or surpluses in socio-technological advancement initiatives or other related initiatives relevant to the Pan-Asia and Asia Pacific Internet community;

The powers of the Company are:-

In furtherance of the above objects but not otherwise, the Company may:-

- (i) hold or assist in holding exhibitions, competitions and organize lectures for the purpose of promoting the primary objects of the Company;
- (ii) print and publish periodicals, books or leaflets the contents of which are designed to promote the primary objects of the Company;
- (iii) enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any person or company that may seem conducive to the objects of the Company or any of them and to obtain from any such government, authority, person or company any rights, privileges, charters, contracts, licences and concessions which the Company may think desirable to obtain and to carry out, exercise and comply therewith;
- (iv) apply for, invite and collect from Members of the Company or from any other persons, corporations or authorities, subscriptions, donations, gifts, bequests and any other assistance;

- (v) acquire by purchase, gift or otherwise, any real or personal property whether subject to any special trust or not;
- (vi) sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property, assets, rights and privileges of the Company;
- (vii) undertake and execute any trusts which may lawfully be undertaken by the Company;
- (viii) borrow or raise money for the purposes of the Company and on such security as may be thought fit;
- (ix) invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit;
- (x) employ and remunerate subject to Clause 5 hereof and, from time to time if thought fit, dismiss and replace with others such employees and staff as the Company may think fit, and lawyers, accountants, surveyors and other professional or non-professional advisers or consultants as may be considered expedient;
- (xi) draw, make, accept, endorse, discount, execute and issue promissory notes, cheques, bills of exchange and other negotiable or transferable instruments;
- (xii) obtain any enactment or order for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient;
- (xiii) vest any real or personal property, rights or interest acquired or belonging to the Company in any person for the benefit of the Company with a declaration in favour of the Company;
- (xiv) establish and support or aid in the establishment and support of any associations or institutions or subsidiaries which have objects altogether or mainly similar to those of the Company and to subscribe or guarantee the payment of moneys which may seem directly or indirectly calculated to benefit the Company;
- (xv) amalgamate with any companies, institutions, societies or associations which have objects altogether or mainly similar to those of the Company;
- (xvi) procure the Company to be registered or recognized in any part of the world;

- (xvii) co-operate with any local, international or public authority or other body;
- (xviii) support or oppose any proceedings or applications which may seem calculated directly or indirectly to benefit or prejudice the Company's interest;
- (xix) pay out of the funds of the Company all expenses which the Company may lawfully pay with respect to the incorporation and registration of the Company;
- (xx) insure with any company or person against losses, damages, risks and liabilities of all kinds which may affect the Company;
- (xxi) carry out any other acts, works, enterprises or things which are incidental or conducive to the attainment of the above objects or any of them;
- (xxii) carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or ancillary to the general business of the Company;

Provided that:-

- (aa) 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;
- (bb) the objects of the Company shall not extend to the regulations of relations between workers and employers or organizations of workers and organizations of employers;
- (cc) the powers set forth in the Seventh Schedule of the Companies Ordinance, Chapter 32 of the laws of Hong Kong are hereby excluded.

4. USE OF INCOME AND PROPERTY

- (a) The income and property of the Company, whencesoever derived, shall be applied solely towards the fulfillment of the objects of the Company as set forth in this Memorandum of Association.
- (b) Subject to Clauses 5(b) and (c) below, no portion of the income and property of the Company shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever, to the Members of the Company.

5. REMUNERATION, INTEREST AND RENT

- (a) No member of the Board (except the Chief Executive Officer) or governing body of the Company shall be appointed to any salaried office of the Company, or any office of the Company paid by fees and no remuneration or other benefit in money or money's worth (except as provided in (c) below) shall be given by the Company to any member of the Board (except the Chief Executive Officer) or governing body.
- (b) Nothing herein shall prevent the payment, in good faith, by the Company of reasonable and proper remuneration to the Chief Executive Officer or any officer or servant of the Company, or to any Member of the Company not being a member of the Board or governing body of the Company in return for any services actually rendered to the Company.
- (c) Nothing herein shall prevent the payment, in good faith, by the Company:-
 - (i) to any member of the Board or governing body of out-of-pocket expenses;
 - (ii) of interest on money lent by any Member of the Company or any member of the Board or governing body at a rate per year not exceeding 2% above the prime rate prescribed for the time being by the Hong Kong and Shanghai Banking Corporation Limited for Hong Kong dollar loans;
 - (iii) of reasonable and proper rent for premises demised or let by any Member of the Company or any member of the Board or governing body; and
 - (iv) of benefit in money or money's worth to a Member of the Company or a member of the Board or governing body in furtherance of the objects of the Company.
- (d) No person shall be bound to account for any benefit he may receive in respect of any payment properly paid in accordance with (b) and (c) above.

6. LIMITED LIABILITY

The liability of the Members of the Company is limited.

7. CONTRIBUTION TO ASSETS

Every Member of the Company undertakes to contribute to the assets of the Company, in the event of its being wound up while such person is a Member or within one year after he ceased to be a Member, for payment of the debts and liabilities of the Company

contracted before such person ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required but not exceeding HK\$1.00.

8. APPLICATION OF EXCESS PROPERTY

If, upon the winding up or dissolution of the Company, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company under or by virtue of Clauses 4 and 5 of the Memorandum of Association, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution and, in default thereof by a Judge of the High Court of the HKSAR having jurisdiction in regard to charitable funds, and, if and so far as effect cannot be given to the aforesaid provision, then to some similar object.

WE, the several persons whose names, addresses and description are hereto subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers

For and on behalf of
China Internet Network Information Center

(Signed Mao Wei)

.....
Authorised signatory:

Mao Wei

China Internet Network Information Center

No. 4, South 4th Street, Zhongguancun,

Haidan District,

Beijing 100080, China

POB: Beijing 349, Branch 6

Non-profit Corporation

(Director General)

(Signed Li Guanghao)

.....
Witness to the above signature:

Li Guanghao (Deputy Director of GA Office)

CNNIC, 4, South 4th Street, Zhongguancun,

Haidan District, Beijing 100080, China

Dated the 2nd August, 2006

For and on behalf of
.IPM/IRNIC, .IR ccTLD Registry, Iran

(Signed Siavash M. Shahshahani)

.....
Authorised signatory:
Siavash M. Shahshahani
.IPM/IRNIC, .IR ccTLD Registry, Iran
Shahid Bahonar Square
Tehran 19548,
Iran

Non-profit Corporation
(.ir ccTLD Director)

(Signed Farzaneh Jalilizad)

.....
Witness to the above signature:
Farzaneh Jalilizad (Attorney-at-law)
East Brazil Street, Laleh Alley,
No. 10, Tehran, Iran
Dated the 24th July, 2006

(Signed Alia Arfaei)

.....
Authorised signatory:
Alia Arfaei
(Head of Bureau of External Affairs)

(Signed Arash Fazeli)

.....
Witness to the above signature:
Arash Fazeli (IRIB-Radio Internet Manager)
Vali-Asr Ave., Jam-e-Jam Building, Tehran 19935,
Iran
Dated the 23rd July, 2006

For and on behalf of
Japan Registry Services Co., Ltd.

(Signed Koki Higashida)

.....
Authorised signatory:

Koki Higashida

Japan Registry Services Co., Ltd.

Chiyoda First Bldg. East 13F,

3-8-1 Nishi-Kanda Chiyoda-ku,

Tokyo 101-0065,

Japan.

Corporation

(President)

(Signed Hirofumi Hotta)

.....
Witness to the above signature:

Hirofumi Hotta (Director)

Chiyoda First Building, East 13F, 3-8-1 Nishi-Kanda Chiyoda-ku, Tokyo, Japan

Dated the 2nd August, 2006

For and on behalf of
National Internet Development Agency of Korea

(Signed Song, Kwan Ho)

.....
Authorised signatory:

Song, Kwan Ho

National Internet Development Agency of Korea

3F, 1321-11, Seocho2-Dong, Seocho-Gu, Seoul, Korea 137-857

Non-profit Corporation

(President NIDA)

(Signed Suh, Jae Chul)

.....
Witness to the above signature:

Suh, Jae Chul (Director)

*National Internet Development of Korea, 11F,
1321-11, Seocho2-Dong, Seocho-Gu, Seoul, Korea
137-857*

Dated the 21st July, 2006

For and on behalf of
Internet Users Society - Niue

(Signed J. William Semich)

.....
Authorised signatory:
J. William Semich
Internet Users Society - Niue
16 Ward Lane, Sherborn,
MA, 01770, US and
P.O. Box 91, Alofi, Niue,
The South Pacific
Non-profit Corporation
(President)

(Signed Dawn deBoer)

.....
Witness to the above signature:
Dawn deBoer (Magazine Editor)
605 United Street, Key West, FL 33040,
USA
Dated the 8th August, 2006

For and on behalf of
Taiwan Network Information Center

(Signed Dr. Lai Fei-Pei)

.....

Authorised signatory:

Dr. Lai Fei-Pei

Taiwan Network Information Center

4F-2, No. 9 Section 2, Roosevelt Road,

Taipei 100,

Taiwan

Non-profit Corporation

(Chairman of Board, TWNIC)

(Signed Ming-Cheng Liang)

.....

Witness to the above signature:

Ming-Cheng Liang (Executive Director)

4F-2, No. 9 Section 2, Roosevelt Road, Taipei 100,

Taiwan

Dated the 17th July, 2006

For and on behalf of
APNIC Pty Ltd.

(Signed Paul Wilson)

.....

Authorised signatory:

Paul Wilson

APNIC Pty Ltd.

ABN 42 081 528 010 (Australian Business Number)

Level 1, 33 Park Road,

Milton 4064,

Brisbane,

Australia

Non-profit Corporation

(Director General)

(Signed Connie Chan)

.....

Witness to the above signature:

Connie Chan (Executive Assistant)

Level 1, 33 Park Road, Milton,

QLD 4064, Australia

Dated the 10th July, 2006

THE COMPANIES ORDINANCE (CAP. 32)

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

of

DotAsia Organisation Limited

DEFINITIONS

1. In these Articles, except where the context otherwise requires:-

“Advisory Council”	means an assembly of advisers nominated by the Co-Sponsor Members and the Board;
“Board” and “Directors”	means the directors for the time being of the Company and the directors present at a duly convened meeting of directors at which a quorum is present respectively;
“Company”	means the Company incorporated as “DotAsia Organisation Limited”;
“Chairman”	means the person, for the time being elected by the Board, to hold the office of the Chairman of the Board;
“Chief Executive Officer”	means the person for the time being appointed by the Board as the Chief Executive Officer of the Company;
“Member”	means an organisation admitted to membership of the Company by the Board and whose name

	appears on the Register of Members for the time being;
“Office”	means the registered office, for the time being, of the Company;
“Ordinance”	means the Companies Ordinance, Chapter 32 of the laws of Hong Kong and any modification thereto;
“Register”	means the Register of Members of the Company to be kept pursuant to Section 95 of the Ordinance; and
“Seal”	means the common seal of the Company.

References herein to Articles are to Articles of these Articles of Association. Words importing the singular shall include the plural and vice versa. Words importing the masculine shall include the feminine and vice versa.

MEMBERSHIP

2. The number of Members with which the Company proposes to be registered is 100, but the Directors may from time to time register an increase of Members.
3. The Subscribers to the Memorandum of Association and such persons as the Directors shall admit to membership in accordance with the Articles shall be Members of the Company.
4. Every application for membership shall be in such form as the Board shall from time to time prescribe. Applications for membership shall be made to the Chief Executive Officer and such applications shall be considered by the Board or by such person or persons as the Board shall appoint to process such applications and who shall decide upon the admission or rejection of the applicant. The Board or its appointee shall not be obliged to inform a rejected applicant of the reason for its or his rejection.
5. No right or privilege of any Member shall be in any way transferable or transmittable.

CATEGORIES OF MEMBERSHIP

6. The membership of the Company may be divided into such categories as the Board may from time to time determine. The following categories of membership shall be established:-

(a) Sponsor Members

Organisations in the Pan –Asia and Asia Pacific region that manage and operate any of the country code Top Level Domain (“ccTLD”) registries in the region shall be eligible for admission as Sponsor Members.

(b) Co-sponsor Members

Co-Sponsor Members shall be Internet, information technology, telecommunications, non-profit making, non-government or other relevant community organisations/corporations/bodies in Pan-Asia and Asia Pacific region that demonstrate a geographically diverse membership base shall be eligible for admission as Co-sponsor Members.

7. A Member of any one category may not be a Member of any other category at the same time.

MEMBERSHIP FEES AND SUBSCRIPTIONS

8. No fees or subscriptions are payable by Members unless specified by the Company.

CESSATION OF MEMBERSHIP

9. A Member may terminate its membership at any time upon prior written notice to the Board but will remain liable to pay to the Company, or retain the right to receive from the Company all moneys (if any) which, at the time of its ceasing to be a member shall be due from him to the Company or vice versa.

EXPULSION OF MEMBERS

10. Every Member on joining the Company impliedly undertakes to comply with these Articles, and any refusal or neglect to do so shall render a Member liable to expulsion by a resolution of a Board meeting provided that at least 21 days before such meeting the Member shall have had written notice of the meeting and of the allegations made against him and of the intended resolution, and that the Member shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence he may think fit. A Member so expelled shall be entitled to appeal to the Members in general meeting in respect of any decision of the Board to expel him by giving written notice of such intention to the Company within 14 days of the date of such expulsion. On receipt of such notice, the Directors shall convene an extraordinary general meeting upon 21 days’ notice.

The decision of the general meeting is final. A Member expelled under this rule shall forfeit all right in, and claim upon, the Company and its property.

GENERAL MEETINGS

11. 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 meeting as such in the notice calling it. Not more than 15 months shall elapse between the date of one annual general meeting and the date of the next annual general meeting, provided that, so long as the Company holds its first annual general meeting within 18 months of incorporation, it needs not hold an annual general meeting in the year of incorporation or the following year. The annual general meeting shall be held at such time and place and in such manner as the Board shall appoint.
12. Any general meeting, other than an annual general meeting, shall be called an extraordinary general meeting.
13. The Board may, whenever it thinks fit, convene an extraordinary general meeting to be held at such time and place and in such manner as it shall determine. An extraordinary general meeting shall also be convened on a requisition of the Members in accordance with the Ordinance. A majority of Members entitled to attend and vote at such meeting, being a majority together representing more than 50 per cent. of the total voting rights of all the Members entitled to attend and vote at the meeting ("simple majority") may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.
14. Subject to Section 116C of the Ordinance, an annual general meeting and a meeting called for the passing of a special resolution shall be called by not less than 21 days' notice in writing and any other general meeting shall be called by not less than 14 days' notice in writing. 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, date and time of the meeting and, in the case of special business, the general nature of that business and shall be given in any manner specified in these Articles or in such other manner if any as may be prescribed by the Company in general meeting to such persons as are, under these Articles entitled to receive notices from the Company.
15. A meeting of the Company shall, notwithstanding that it is called by shorter notice than prescribed in Article 14, be deemed to have been duly convened if it is so agreed, in the case of a meeting called as an annual general meeting, by all the Members entitled to attend and vote at the meeting and, in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 95 per cent. of the total voting rights of all the Members entitled to attend and vote at the meeting.

16. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Member shall not invalidate the proceedings at any meeting.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETING

17. Any corporation which is a Member may by resolution of its board of directors or other governing body as appropriate authorise such person as it thinks fit to act as its representative at any general meeting of the Company, and the person so authorised shall be entitled to exercise his powers on behalf of the corporation he represents.

PROCEEDINGS AT GENERAL MEETINGS

18. The quorum for a general meeting shall be ten (10) or 50 per cent of the total number of Members (whichever is less) and the quorum must continue to be present throughout the meeting. A Member may attend a meeting in person or via available electronic means including telephone conference or video conference.
19. All business shall be deemed special that is transacted at an extraordinary general meeting and also all that is transacted at an annual general meeting, except for consideration of the accounts, balance sheets and the reports of the Board and auditors, the election of Directors in place of those retiring and appointing and fixing the remuneration of the auditors.
20. If within half an hour from the time appointed for a meeting, a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; but, in any other case, it shall be adjourned to the next day at the same time and place or to such other day, time and place as the Board may determine, and if a quorum is not present at the adjourned meeting within half an hour from the time appointed for the meeting, the Members present shall be a quorum.
21. The Chairman shall preside as chairman at every general meeting but if at any meeting he is not present within fifteen (15) minutes after the time appointed for holding the meeting or is unwilling to preside or has given notice to the Board of his intention not to attend the meeting, the Directors present shall choose one of their number to preside as chairman. If no Director is present within fifteen (15) minutes after the time appointed for holding the meeting or no Director is willing to act as chairman, the Members shall elect one of their own number as chairman of the meeting.
22. The chairman of the meeting 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 from 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 an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

23. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands and/or a count of votes cast by electronic mail or other verifiable electronic means approved by the Board unless a ballot is demanded (before or on the declaration of the result of the show of hands and/or the count of votes cast by electronic mail or other verifiable electronic means approved by the Board) by Members present in person and representing not less than one-tenth of the total voting rights of all Members having the right to vote at the meeting.

Unless a ballot is so demanded a declaration by the chairman of the meeting that a resolution has on a show of hands and/or a count of votes cast by electronic mail or other verifiable electronic means approved by the Board 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 the votes recorded in favour of or against such resolution.

The demand for a ballot may be withdrawn.

24. Except as provided in Article 25, if a ballot is duly demanded it shall be taken in such manner as the chairman of the meeting directs, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded.
25. A ballot demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A ballot demanded on any other question shall be taken at such times as the chairman of the meeting directs, and any business other than that upon which a ballot has been demanded may be proceeded with pending the taking of the ballot.
26. With respect to a resolution duly proposed as a special resolution, no amendment to such resolution (other than an amendment to correct a patent error) may be considered or voted on during a general meeting at which such resolution is to be considered or voted on.
27. With respect to a resolution duly proposed as an ordinary resolution, no amendment to such resolution (other than an amendment to correct a patent error) may be considered or voted on during a general meeting at which such resolution is to be considered or voted on unless, at least forty-eight (48) hours before the time appointed for the holding of such meeting or an adjourned meeting at which such resolution is to be considered or voted on, notice of the amendment to such resolution and of the intention to move it has been lodged at the Company's registered office.
28. Annual general meetings shall be open to public observation and minutes of the meetings shall be published and publicly available within thirty (30) days after the adjournment of the meetings.

VOTES OF MEMBERS

29. Subject to the provision of this Article each Member shall be entitled to one vote at a general meeting of the Company. Subject to the provisions of this Article the votes of Members, irrespective of the category of membership to which they belong, shall carry the same rights save for the right to nominate a Director. Members may vote at a general meeting in person, by post, over the phone or via the Internet in such manner as the Board shall prescribe from time to time and subject always to the laws of Hong Kong.

BOARD OF DIRECTORS

30. The management of the Company and of its property and funds shall be vested in the Board and any committee or sub-committee of the Board.
31. The following persons shall be appointed in writing by the Subscribers to the Memorandum of Association of the Company as the first Directors of the Company. Thereafter the Directors shall be elected at the annual general meeting in accordance with the provisions of Article 35.
- (a) Mr. Atsushi Endo;
 - (b) Mr. Li Guang Hao;
 - (c) Mr. Lai Fei Pei;
 - (d) Mr. Richard St. Clair;
 - (e) Dr. Tham Yiu Kwok;
 - (f) Mr. Cheng Che Hoo;
 - (g) Mr. Toshifumi Matsumoto;
 - (h) Mr. Lim Choon Sai;
 - (i) Dr. Suh Jae-Chul;
 - (j) Dr. Siavash Mirshams Shahshahani; and
 - (k) Chief Executive Officer.
32. Unless otherwise determined by the Company in general meeting, the Board of Directors shall consist of not more than eleven (11) persons. A maximum of eight (8) Directors shall be nominated and elected by the Sponsor Members and a maximum of two (2) Directors shall be

nominated and elected by the Co-sponsor Members at the annual general meeting of the Company in accordance with the provisions of Article 40.

33. Among the eight (8) Directors elected by the Sponsor Members, there shall be at least one (1) Director from each of the four (4) areas within the Pan-Asia and Asia Pacific region, namely, North and Northeast Asia, South and Southeast Asia, Middle East, Asia Minor and Eurasia and, Australasia and Pacific.
34. The four (4) elected Directors representing the Sponsor Members who received most votes shall serve on the Board for two (2) years. The remaining elected Director(s) representing the Sponsor Members shall serve on the Board for one (1) year. The elected Director representing the Co-sponsor Members who received most votes shall serve on the Board for two (2) years while the remaining elected Director representing the Co-sponsor Members shall serve on the Board for one (1) year.
35. The Board shall be entitled to elect a Chairman of the Board for such period of time and in connection with such duties as the Board shall decide.

ROTATION OF THE BOARD OF DIRECTORS

36. All the first Directors will retire within 18 months after the date of execution of the contract between Internet Corporation for Assigned Names and Numbers (“ICANN”) and the Company granting the Company the right to operate the registry of .Asia and that eighteen (18) months or less shall be counted as one (1) term for the purpose of Article 38.
37. Thereafter, all Directors serve on the Board for two (2) years.
38. A retiring Director shall be eligible for re-election except that no elected Director shall serve for more than three (3) consecutive terms.

NOMINATION OF THE BOARD OF DIRECTORS

39. Each category of Members shall be entitled to nominate persons for election as Directors of the Company as follows:-

<u>Type</u>	<u>Nomination of Maximum Number of Directors</u>
Sponsor Members	8
Co-sponsor Members	2

ELECTION OF THE BOARD OF DIRECTORS

40. The Directors of the Board shall be elected in the following manner:-

- (a) Each candidate standing for election to the Board for each category of Members must be a natural person proposed by an existing Member of the Company and seconded by another existing Member of the Company. Both proposer and the seconder must be from the same category of Members as the category for which the candidate is standing for election.
- (b) Not less than fourteen (14) but not more than twenty-eight (28) days before the day appointed for the annual general meeting, there shall have been sent to the Board a notice in writing signed by the proposer and endorsed by the seconder of their intention to propose such candidate for election and also a notice in writing signed by that candidate of his willingness to be elected.
- (c) A candidate for election to the Board cannot stand for more than one category of Members at the same election.
- (d) If on the close of the nomination period, the number of candidates standing for election to the Board for a category is equal to or less than the number of vacancies for such category, the nominated candidates shall be deemed to be elected. If there is any vacancy in the Board for any categories of Members, such vacancy shall be filled by a by-election by the Members of such category within one month of the occurrence of such vacancy in accordance with procedures set out in this Article 40.
- (e) If the number of candidates standing for election to the Board for a category is greater than the number of vacancies in the Board for such category, the election to the Board shall be made by way of a ballot.
- (f) Each Member of a category is entitled to a number of votes which is equal to the number of vacancies to the Board for the relevant category. No Member so voting may cast most than one (1) vote in favour of each candidate.
- (g) The candidate receiving the greatest number of votes in his favour within his category will be declared to be elected to the Board for such category. In case of an equality of votes, the election shall be decided by way of lot.

POWERS OF THE BOARD OF DIRECTORS

41. The Board may exercise all such powers and do all such things as are not required by the Ordinance or these Articles to be exercised or done by the Company in general meeting, subject nevertheless to the provisions of the Ordinance and these Articles and to any regulations prescribed by the Company in general meeting, provided that no such regulation

shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

42. All cheques drawn on the Company's bank account or accounts, all orders for payment and other negotiable instruments made or issued by the Company, all receipts for moneys paid to the Company and all other contracts entered into by the Company in the ordinary course of business, shall be signed, drawn, accepted, endorsed, or otherwise executed as the case may be, in such manner as the Board shall from time to time by resolution determine.
43. 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.
44. The Board except the Chief Executive Officer shall have power to employ and dismiss the Chief Executive Officer and to make provision for pensions, gratuities, retirement and other benefits for the Chief Executive Officer.
45. The Board may delegate in writing any of their powers to committees or sub-committees to be appointed by it, consisting of such persons as the Board may think fit, and may from time to time revoke such delegation or revoke the appointment of and discharge any such committee or sub-committee either wholly or in part and either as to persons or purposes.
46. The Board shall have power from time to time to make, amend and repeal all such rules as it may deem necessary or convenient for the carrying out of the objects of the Company and for the proper conduct and management of the Company. No rules shall be inconsistent with, nor shall they affect or repeal anything contained in the Memorandum or Articles of Association and any rule may be repealed by an ordinary resolution passed at a general meeting of the Company.
47. The Board shall cause minutes to be made in books provided for the purposes:-
 - (a) of the appointment of the Chief Executive Officer made by the Board;
 - (b) of the names of the Directors present at each meeting of the Board and of any committee or sub-committee of the Board;
 - (c) of all resolutions and proceedings at all meetings of the Company, and of the Board and of any committee or sub-committee of the Board.

CHAIRMAN

48. The Board may elect a Chairman from among themselves in connection with such duties as the Board shall decide. The Chairman shall cease to hold the office of Chairman when he ceases to be a Director of the Company.

SECRETARY AND OFFICERS

49. The Chief Executive Officer shall appoint the Secretary and may appoint such other officers as he thinks fit from time to time, at such remuneration and upon such conditions as the Chief Executive Officer may determine. The Secretary and officers so appointed may be removed by the Chief Executive Officer. The person appointed as Secretary shall be deemed to be the Secretary for the purposes of the Ordinance and these Articles.

THE SEAL

50. The Chief Executive Officer shall provide for the safe custody of the Seal which shall not be affixed to any instrument except by authority of a resolution of the Board. Every instrument to which the Seal is affixed shall be signed by the Chief Executive Officer.

PROCEEDINGS OF THE BOARD OF DIRECTORS

51. The Board may meet and regulate its business as it thinks fit.
52. The quorum for a meeting of the Board shall be not less than six (6) of the Directors for the time being provided that if, within half an hour from the time appointed for the meeting, a quorum is not present, the meeting shall be adjourned to such other day, time and place as those present 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 Directors present, provided there are not less than two such Directors present, shall be a quorum.
53. Questions arising at any meeting of the Board, except those relating to the removal of the Chief Executive Officer or a member of the Advisory Council or the amendment of these Articles, shall be decided by a majority of votes. Questions relating to the removal of the Chief Executive Officer or a member of the Advisory Council or the amendment of these Articles shall be decided by a major majority of votes.
54. A Director may convene a meeting of the Board. It shall be necessary to give 21 days' notice of a meeting of the Board to all Directors and to circulate the agenda of the meeting 14 days before the Board meeting.
55. The continuing Directors may continue to act, and to carry out all the functions of the Board notwithstanding any vacancy.
56. If, at any meeting of the Board, the Chairman is not present fifteen (15) minutes before the time appointed for holding the same or the Chairman has given written notice to the Board that he shall not be attending such meeting, the Directors present shall choose one of their number to be chairman of the meeting.

57. A director may attend a meeting of the Board in person, or via available electronic means including telephone conference or video conference.
58. A resolution in writing (which shall include a facsimile transmission) signed by all Directors shall be as effective as a resolution passed at a meeting of the Board duly convened and held and may consist of several counterparts, each signed by one or more of the Directors. Voting may be done on a show of hands or cast by electronic mail or other verifiable electronic means approved by the Board.
59. All acts done at any meeting of Directors or of a committee or sub-committee of the Board shall, notwithstanding that it may afterwards be discovered that there was some defect in the appointment of any such Director or that he was disqualified, be as valid as if such person had been duly appointed and was qualified to be a member of the Board.
60. (a) A Director who is, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature and extent of his interest at a Board meeting at which the question of entering into such contract is first taken into consideration or, if the Director was not at the date of that meeting interested in such contract, at the next Board meeting held after he became interested. If the Director becomes interested in a contract which was made before he was appointed a Director, the declaration shall be made at the first Board meeting held after he is appointed.
- (b) A general notice given to the Board by a Director that:-
- (i) he is a member of a specified company or firm and is to be regarded as interested in any contract with which, after the date of the notice, the Company is made with such company or firm; or
- (ii) he is to be regarded as interested in any contract with which, after the date of the notice, the Company is made with a specified person who is connected with him;
- shall (if such Director gives the notice at a Board meeting or takes reasonable steps to secure that the notice is brought up and read at the next Board meeting after the notice is given) be deemed a sufficient declaration of interest in relation to the contract.
- (c) In this Article, a reference to a contract shall include a transaction, arrangement or relationship, whether or not constitute a contract.
61. A Director shall not vote (but shall be counted towards the quorum present at the meeting) in respect of any contract in which he is interested or any matter arising therefrom, and if he does so vote his vote shall not be counted.
62. Approved minutes of all Board meetings shall be published and publicly available within thirty (30) days after their approval by the Board.

REMOVAL OF DIRECTORS

63. The Company may by special resolution remove any Director before the expiration of his period of office notwithstanding anything in these Articles.
64. Any causal vacancy in the Board or a vacancy resulting from the removal of a Director under Article 63 may be filled by a Director nominated by the category of Members which originally appointed the Director removed by the Company in accordance with the procedures set out in Article 40 within ninety (90) days of the occurrence of such vacancy. Any person so appointed shall serve only for the unexpired term of the Director whom he has replaced but shall be eligible for re-election. The unexpired term served by such replacement Director shall, for the purposes of Article 37, be counted as one full term.

DISQUALIFICATION OF DIRECTORS

65. The office of a Director shall be vacated if such Director:-
- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (b) becomes prohibited by law or court order from being a director of a company; or
 - (c) is subject to an order which is made by a court claiming jurisdiction for that purpose on the ground of mental disorder for his detention or for the appointment of a guardian or receiver or other person to exercise powers with respect to his property or affairs; or
 - (d) resigns his office by notice in writing to the Company given in accordance with section 157D(3)(a) of the Ordinance; or
 - (e) shall for more than 6 months have been absent without permission of the Directors from meetings of the Directors held during that period; or
 - (f) is directly or indirectly interested in any contract (being a contract of significance in relation to the Company's business) with the Company and, if his interest in the contract is material, fails to declare the nature of his interest in manner required by Article 60.

ACCOUNTS

66. The Board shall cause proper books of account to be kept with respect to:-
- (a) all sums of moneys received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;

- (b) the assets and liabilities of the Company;
 - (c) all sales and purchases of goods and/or services by the Company; and
 - (d) all other matters necessary to show a true and fair view of the financial state and condition of the Company.
67. The books of account shall be kept at the Office or at such other place as the Directors think fit and shall always be open to the inspection of the Directors.
68. The Board shall determine the extent to which 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 inspection of any account, book or document of the Company except as conferred by statute or authorized by the Directors or by the Company in general meeting.
69. The Directors shall from time to time in accordance with sections 122, 124 and 129D of the Ordinance, cause to be prepared and to be laid before the Company in general meeting such income and expenditure statement, balance sheets and reports as are referred to in those sections.
70. Auditors shall be appointed and their duties regulated in accordance with the Ordinance. The auditors appointed by the Company may attend general meetings and speak on any part of the business which concerns him as auditor.

NOTICES

71. A notice may be served by the Company upon any Member by personal delivery at or by sending it through the post to the address of the Member appearing in the Register or by facsimile and electronic transmission. In the case of the service of notice by post, it shall be deemed to have been served on the third day following that on which the letter containing the same is put in the post. In the case of a facsimile or an electronic transmission, it shall be deemed to have been served at the time of dispatch. In proving such service, it shall be sufficient to prove that the envelope containing the notice was properly addressed in accordance with this Article and sent as a prepaid letter and, in the case of a notice sent by facsimile or electronic transmission that the facsimile number or email address used was that of the Member being served with such notice.

INDEMNITY

72. Every Director and senior officer of the Company shall not have any personal liability for any act performed in his or her capacity as a Director or senior officer of the Company except for

such acts as would constitute a violation of the laws of Hong Kong. In addition, to the extent permitted by the laws of Hong Kong, the Company shall indemnify every Director and senior officer of the Company against any and all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by him or her in connection with any threatened, pending or completed action, suit or proceedings, whether civil, administrative or investigative, to which he or she may be subjected in the fulfilment of his or her duties, except in respect of willful misconduct or gross negligence.

73. Without prejudice to Article 72 and subject to the provisions of the Companies Ordinance (Cap 32), the Board may purchase and maintain insurance at the expense of the Company for the benefit of the Directors and other senior officers of the Company against any liability attached to any of them or any loss or expenditure incurred by them in relation to anything done or omitted or alleged to have been done or omitted as Directors or senior officers.

ADVISORY COUNCIL

74. The Advisory Council, which shall comprise eleven (11) or more Advisory Council members, shall advise the Board on all policy matters.
75. Each Co-sponsor Member shall nominate and elect one representative to the Advisory Council.
76. When the number of Advisory Council members falls below eleven (11), the Board may appoint distinguished individuals in the Pan-Asia and Asia Pacific community to fill the vacancy in the Advisory Council.

Names, Addresses and Descriptions of Subscribers

For and on behalf of
China Internet Network Information Center

(Signed Mao Wei)

.....

Authorised signatory:
Mao Wei
China Internet Network Information Center
No. 4, South 4th Street, Zhongguancun,
Haidan District,
Beijing 100080, China
POB: Beijing 349, Branch 6
Non-profit Corporation
(Director General)

(Signed Li Guanghao)

.....

Witness to the above signature:

Guanghao Li (Deputy Director of GA Office)
CNNIC, 4, South 4th Street, Zhongguancun, Haidan District, Beijing 100080, China
Dated the 2nd August, 2006

For and on behalf of
.IPM/IRNIC, .IR ccTLD Registry, Iran

(Signed Siavash M. Shahshahani)

.....
Authorised signatory:
Siavash M. Shahshahani
.IPM/IRNIC, .IR ccTLD Registry, Iran
Shahid Bahonar Square
Tehran 19548,
Iran
Non-profit Corporation
(.ir ccTLD Director)

(Signed Farzaneh Jalilizad)

.....
Witness to the above signature:
Farzaneh Jalilizad (Attorney-at-law)
East Brazil Street, Laleh Alley,
No. 10, Tehran, Iran
Dated the 24th July, 2006

(Signed Alia Arfaei)

.....
Authorised signatory:
Alia Arfaei
(Head of Bureau of External Affairs)

(Signed Arash Fazeli)

.....
Witness to the above signature:
Arash Fazeli (IRIB-Radio Internet Manager)
Vali-Asr Ave., Jam-e-Jam Building, Tehran 19935,
Iran
Dated the 23rd July, 2006

For and on behalf of
Japan Registry Services Co., Ltd.

(Signed Koki Higashida)

.....

Authorised signatory:

Koki Higashida

Japan Registry Services Co., Ltd.

Chiyoda First Bldg. East 13F,

3-8-1 Nishi-Kanda Chiyoda-ku,

Tokyo 101-0065,

Japan.

Corporation

(President)

(Signed Hirofumi Hotta)

.....

Witness to the above signature:

Hirofumi Hotta (Director)

Chiyoda First Building, East 13F, 3-8-1 Nishi-Kanda Chiyoda-ku, Tokyo, Japan

Dated the 2nd August, 2006

For and on behalf of
National Internet Development Agency of Korea

(Signed Song, Kwan Ho)

.....

Authorised signatory:

Song, Kwan Ho

National Internet Development Agency of Korea

3F, 1321-11, Seocho2-Dong, Seocho-Gu, Seoul, Korea 137-857

Non-profit Corporation

(President NIDA)

(Signed Suh, Jae Chul)

.....

Witness to the above signature:

Suh, Jae Chul (Director)

NIDA, 1321-11, Seocho-Gu, Seoul, Korea 137-857

Dated 21st July, 2006

For and on behalf of
Internet Users Society - Niue

(Signed J. William Semich)

.....
Authorised signatory:
J. William Semich
Internet Users Society - Niue
16 Ward Lane, Sherborn,
MA, 01770, US and
P.O. Box 91, Alofi, Niue,
The South Pacific
Non-profit Corporation
(President)

(Signed Dawn deBoer)

.....
Witness to the above signature:
Dawn deBoer (Magazine Editor)
605 United Street, Key West, FL 33040,
USA
Dated the 8th August, 2006

For and on behalf of
Taiwan Network Information Center

(Signed Dr. Lai Fei-Pei)

.....

Authorised signatory:

Dr. Lai Fei-Pei

Taiwan Network Information Center
4F-2, No. 9 Section 2, Roosevelt Road,
Taipei 100,
Taiwan

Non-profit Corporation,
(Chairman of Board, TWNIC)

(Signed Ming-Cheng Liang)

.....

Witness to the above signature:

Ming-Cheng Liang (Executive Director)
4F-2, No. 9 Section 2, Roosevelt Road, Taipei 100,
Taiwan

Dated the 17th July, 2006

For and on behalf of
APNIC Pty Ltd.

(Signed Paul Wilson)

.....

Authorised signatory:

Paul Wilson

APNIC Pty Ltd.

ABN 42 081 528 010 (Australian Business Number)

Level 1, 33 Park Road,

Milton 4064,

Brisbane,

Australia

Non-profit Corporation

(Director General)

(Signed Connie Chan)

.....

Witness to the above signature:

Connie Chan (Executive Assistant)

Level 1, 33 Park Road, Milton,

QLD 4064, Australia

Dated 10th July, 2006