

THE COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
TWIST PROCESS INNOVATIONS LIMITED

- 1 The Company's name is "TWIST Process Innovations Limited"
- 2 The registered office of the company is to be situated in England and Wales.
- 3 The objects for which the company is established (the "**Objects**") are to promote commerce through the development of open standards for the interoperability and straight through processing capability of business systems, including in relation to financial processes;

AND in furtherance of the Objects but not otherwise, the Company shall have the following powers:

- (a) to publish, maintain, propagate and license standards, regulate and/or provide training and issue accreditation to those who reach the required standards;
- (b) to provide, sponsor, collaborate in or promote the provision of facilities, resources, personnel, materials and funds for or in connection with the development and/or implementation of standards;
- (c) to encourage and promote research and the dissemination of knowledge and information, and to publish proceedings, reports, studies, papers, journals, periodicals or other material;
- (d) to carry out such operations and to manufacture or deal with such goods and to purchase or otherwise acquire, take options over, construct, lease, hold, manage, maintain, alter, develop, exchange or deal with such property, rights or privileges (including the whole or part of the business, property or liabilities of any other person or company) as may seem to the board of directors directly or indirectly to advance the interests of the Company;
- (e) to enter into such commercial or other transactions in connection with any trade or business of the Company as may seem to the board of directors desirable for the purpose of the Company's interests;
- (f) to apply for, purchase or otherwise acquire, protect, maintain and renew any patents, patent rights, trade marks, designs, licences and other intellectual property rights of all kinds or any secret or other information as to any invention and to use,

exercise, develop or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired;

- (g) to subscribe to or otherwise aid the establishment or support of any educational, research, scientific, literary or charitable institutions or trade societies, whether such institutions or societies be solely connected with the activities carried on by the Company or not;
- (h) to purchase and maintain insurance for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company against any liability incurred by such persons in respect of any act or omission in the actual or purported execution or discharge of their duties or in the exercise of their powers or otherwise in relation to their duties, powers or offices in connection with the Company, and to such extent as may be permitted by law to indemnify or to exempt any such person against or from any such liability;
- (i) to invest and deal with the moneys of the Company not immediately required in any manner and hold and deal with any investment so made;
- (j) to pay or to provide or to make such arrangements for providing such gratuities, pensions, benefits, share option and acquisition schemes, loans and other matters and to establish, support, subsidise and subscribe to any institutions, associations, clubs, schemes, funds or trusts (whether to or for the benefit of present or past directors or employees of the Company or its predecessors in business or of any company which is a subsidiary company of the Company or is allied to or associated with the Company or with any such subsidiary company or to or for or for the benefit of persons who are or were related to or connected with or dependants of any such directors or employees) as may seem to the board of directors directly or indirectly to advance the interests of the Company;
- (k) to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferable instruments;
- (l) to act as agents, brokers or trustees, and to enter into such arrangements (whether by way of amalgamation, partnership, profit sharing, union of interests, co-operation, joint venture or otherwise) with other persons or companies as may seem to the board of directors to advance the interests of the Company and to vest any property of the Company in any person or company on behalf of the Company and with or without any declaration of trust in favour of the Company;
- (m) to apply for, promote and obtain any Act of Parliament, charter, privilege, concession, licence or authorisation of any government, state or municipality, or any other department or authority, or to enter into arrangements with any such body, for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem to the board of directors to be expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company;
- (n) to sell, lease, dispose of, grant rights over or otherwise deal with the whole or any part of the undertaking, property or assets of the Company on such terms as the board of directors may decide;

- (o) to co-ordinate, finance and manage all or any part of the operations of any company which is a subsidiary company of or otherwise under the control of the Company and generally to carry on the business of a holding company;
- (p) to carry on through any subsidiary or associated company any activities which the Company is authorised to carry on and to make any arrangements whatsoever with such company (including any arrangements for taking the profits or bearing the losses of any such activities) as the board of directors thinks fit;
- (q) to raise or borrow money in such manner as the board of directors thinks fit and to receive deposits and to mortgage, charge, pledge or give liens or other security over the whole or any part of the Company's undertaking, property and assets (whether present or future) for such purposes and in such circumstances and on such terms and conditions as the board of directors thinks fit;
- (r) to lend or advance money, to give credit and to enter (whether gratuitously or otherwise) into guarantees or indemnities of all kinds, and whether secured or unsecured, whether in respect of its own obligations or those of some other person or company, in such circumstances and on such terms and conditions as the board of directors thinks fit;
- (s) to pay or agree to pay all or any of the promotion, formation and registration expenses of the Company;
- (t) to do all or any of the things stated in this Clause 3 in any part of the world whether as principal, agent or trustee or otherwise and either alone or jointly with others and either by or through agents, subcontractors, trustees or otherwise;
- (u) to do all such other things as the board of directors considers will further the Objects or to be incidental or conducive to the attainment of all or any of the objects stated in this Clause 3.

4 The objects and powers stated in each part of Clause 3 shall not be restrictively construed but shall be given the widest interpretation. In Clause 3, the word "company" shall be deemed, except where used to refer to the Company, to include any partnership or other body of persons, whether corporate or unincorporated and whether domiciled in the United Kingdom or elsewhere. Except where the context expressly so requires, none of the sub-clauses of Clause 3, or the objects stated in Clause 3, or the powers conferred by Clause 3 shall be limited by, or be deemed subsidiary or auxiliary to, any other sub-clause of Clause 3 or any other object stated in Clause 3 or any other power conferred by Clause 3.

5 No portion of the income or property of the Company shall be distributed by way of dividend to the Members of the Company, **PROVIDED THAT** nothing herein shall prevent the payment of:

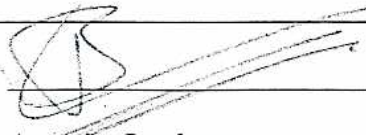
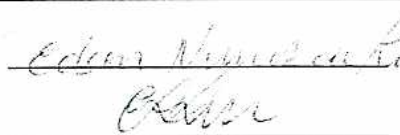
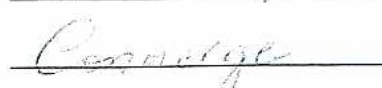
- (i) reasonable remuneration to any officer, employee or member of the Company for goods, labour or services supplied to the Company; or
- (ii) reasonable interest on money lent to the Company; or
- (iii) reasonable rent for any premises let to the Company;
- (iv) expenses incurred on behalf of or for the benefit of the Company to any Member, officer or servant of the Company;

- (v) premiums in respect of indemnity insurance maintained for the benefit of any director, alternate director, secretary or other officer of the Company as permitted by the Company's Articles of Association;
- (vi) any amounts payable by way of any indemnity for the benefit of any director, alternate director, secretary or other officer of the Company as permitted by the Company's Articles of Association;

or prevent the provision by the Company for its Members at reduced charges or free of charge of the Company's publications, of advice and of other services and facilities including attendance by Members or their employees at educational courses organised by the Company.

- 6 The liability of the Members of the Company is limited.
- 7 Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £100) to the assets of the Company if it should be wound up while he is a Member or within one year after he ceases to be a Member for payment of the Company's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves.
- 8 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 upon the Company under or by virtue of Clause 5 of this Memorandum of Association, such institution or institutions to be determined by the Members of the Company at or before the time of the dissolution, and in default of such determination or if and so far as effect cannot be given to the aforesaid provisions, then to some charitable object.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

Column 1		Column 2	
Name, address and Signature of Subscriber		Name, address and signature of witness to the signature in Column 1	
<i>Subscriber signature:</i> <i>Full name:</i>	 Antonius Lambertus Margaretha Maria Buschman	<i>Witness signature:</i> <i>Full name:</i>	 Edouard Nijssen
<i>Address:</i>	27 York House 1 Eastcastle Street London W1T 2AA	<i>Address:</i>	32 Eastham Road Clarendon Rd SW11 5BG
<i>Date:</i>	<u>27.09.2004</u>	<i>Occupation:</i>	 Carpenter

Subscriber
signature: W Peters

Full name: William Haydn Peters

Address: 47 Highfield Drive
Ickenham
Middlesex UB10 8AW

Date: 27/9/07

Witness
signature: Louisa Atkins

Full name: LOUISA ATKENS

Address: FLAT 2, 7 FIRST AVENUE
HOVE

BV3 2FE

Occupation: TRAINEE SOLICITOR