

BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA

COMPANIES ACT 2004
(Section 61(1)) (Regulation 17(3))

**MEMORANDUM OF ASSOCIATION
OF A COMPANY NOT HAVING A SHARE CAPITAL**



CM4

Registration Number of Company

21/2026/0562

N\$ 150,00 fee payable in
terms of the Act and as
set out in the regulations
plus Annual Duty under
182 & 183

1. NAME OF COMPANY

(a) The name of the Company is:

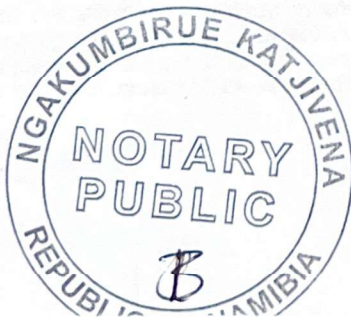
NAMIBIA EVENTS SERVICES PROVIDERS ASSOCIATION (NESPA) (NON-PROFIT ASSOCIATION
INCORPORATED UNDER SECTION 21

(b) The shortened form of the name of the Company is:

NESPA

(c) Translation of name of Company and/or shortened form of name of Company (if possible) where name is not in official language (section 48(2)):

N/A



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2. DESCRIBING THE MAIN BUSINESS OF THE COMPANY*

The main purpose of the Company is to carry on:
TO REPRESENT AND PROMOTE EVENTS SERVICES PROVIDERS IN NAMIBIA.
TO FORMALISE THE INDUSTRY IN LINE WITH GRN INITIATIVES.
TO PROMOTE TOURISM IN EVENTS.

(*This is for purposes of the Registrar and not for purposes of the powers, capacity or objects of the company)

3. OBJECT(S), IF ANY (section 38)

The object(s) of the Company is/are:
TO REPRESENT AND PROMOTE EVENTS SERVICES PROVIDERS IN NAMIBIA.
TO FORMALISE THE INDUSTRY IN LINE WITH GRN INITIATIVES.
TO PROMOTE TOURISM IN EVENTS.

4. ANCILLARY OBJECTS EXCLUDED

The specific ancillary objects, if any, referred to in section 39(1) of the Act, which are excluded from the unlimited ancillary objects of the Company:

N/A

5. POWERS

(a) The specific powers or part of any powers of the Company, if any, which are excluded from the plenary powers or the powers set out in Schedule 2 of the Act (if any):

N/A

(b) The specific powers or part of any specific powers of the Company set out in Schedule 2 of the Act, if any, which are qualified under section 39(2) of the Act (if any)

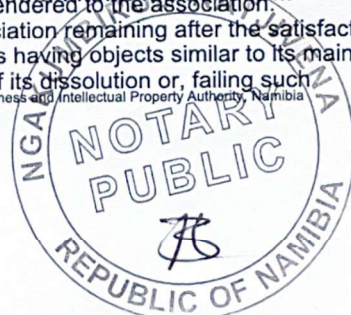
N/A

6. CONDITIONS

Any special conditions which apply to the Company and the requirements, if any, additional to those prescribed in the Act for their alteration:

(a) The income and property of the association whosesoever derived shall be applied solely towards the promotion of its main object, and no portion thereof shall be paid or transferred, directly or by way of dividend, bonus or otherwise howsoever, to the members of the association or to its controlling or controlled company or companies; provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the association or to any member thereof in return for services actually rendered to the association.
(b) Upon its winding-up, deregistration or dissolution the assets of the association remaining after the satisfaction of all liabilities shall be given or transferred to some other institution or institutions having objects similar to its main object, to be determined by the members of the association at or before the time of its dissolution or, failing such

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7. PRE-INCORPORATION CONTRACTS (if any)

N/A

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8. GUARANTEE

- (a) The liability of members is limited to the amount referred to in paragraph (b).
- (b) Each member undertakes to contribute to the assets of the Company in the event of its being wound up, while being a member or within one year afterwards, for payment of the debts and liabilities of the Company contracted before such member ceases to be a member, and of the costs, charges and expenses of the winding up, and for the adjustment of the rights of the contributories among themselves an amount of.....1.00.....Namibian Dollar/cent.

