MEMORANDUM OF ASSOCATION

This Memorandum of Assocation (the “Agreement”) is made and effective [DATE],

**BY: [YOUR COMPANY NAME]** (the "Incorporator"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [REGISTERED AGENT** **NAME]** (the "Registered Agent"), an individual with his main address located at OR a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

1. **ARTICLES OF INCORPORATION OF [YOUR COMPANY NAME]**

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a company under the laws of the [STATE/PROVINCE] of [COUNTRY]

1. **NAME**

The name of the company shall be: [YOUR COMPANY NAME]

1. **NATURE OF BUSINESS**

This company may engage in or transact any and all lawful activities or business permitted under the laws of [COUNTRY], the [STATE/PROVINCE] of [COUNTRY], or any other state, county, territory or nation.

1. **CAPITAL STOCK**

The maximum number of shares of stock that this company is authorised to have outstanding at any one time is [NUMBER] shares of common stock having a par value of [VALUE] per share.

1. **ADDRESS**

The street address of the initial registered office of the company shall be: [YOUR COMPLETE ADDRESS], and the name of the initial Registered Agent for the company at that address is: [NAME]

1. **SPECIAL PROVISIONS**

The stock of this company is intended to qualify under the requirements of Section [NUMBER] of the [LAW OR CODE] and the regulations issued thereunder. Such actions as may be necessary shall be deemed to have been taken by the appropriate officers to accomplish this compliance.

1. **TERM OF EXISTENCE**

This company shall exist perpetually.

1. **LIMITATION OF LIABILITY**

Each director, stockholder and officer, in consideration for his services, shall, in the absence of fraud, be indemnified, whether then in office or not, for the reasonable cost and expenses incurred by him in connection with the defence of, or for advice concerning any claim asserted or proceeding brought against him by reason of his being or having been a director, stockholder or officer of the company or of any subsidiary of the company, whether or not wholly owned, to the maximum extent permitted by law. The foregoing right of indemnification shall be inclusive of any other rights to which any director, stockholder or officer may be entitled as a matter of law.

1. **SELF DEALING**

No contract or other transaction between the company and other companies, in the absence of fraud, shall be affected or invalidated by the fact that any one or more of the directors of the company is or are interested in a contract or transaction, or are directors or officers of any other company, and any director or directors, individually or jointly, may be a party or parties to, or may be interested in such contract, act or transaction, or in any way connected with such person or person's firm or company, and each and every person who may become a director of the company is hereby relieved from any liability that might otherwise exist from this contracting with the company for the benefit of himself or any firm, association or company in which he may be in any way interested. Any director of the company may vote upon any transaction with the company without regard to the fact that he is also a director of such subsidiary or company.

This company shall have a minimum of [NUMBER] director(s). The initial Board of Directors shall consist of:

[NAME] and [FUNCTION]

[NAME] and [FUNCTION]

1. **DESIGNATION OF AND ACCEPTANCE BY REGISTERED AGENT**

The Registered Agent agrees and accepts service of process; to keep the office open during prescribed hours; to post my name (and any other officers of said company authorised to accept service of process at the above-designated address) in some conspicuous place in the office as required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

INCORPORATOR REGISTERED AGENT

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**Acknowledgement**

State/Province of [STATE/PROVINCE]

Country of [COUNTRY]

On [DATE] before me, [NAME OF NOTARY], notary, personally appeared [NAME OF PERSON(S) INVOLVED], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorised capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Notary

(*Seal*)