

**REPUBLIC OF SOUTH AFRICA  
COMPANIES ACT, 1973**

(Section 64)

**CERTIFICATE OF INCORPORATION OF A COMPANY WITHOUT  
A SHARE CAPITAL**

*Registration number*

**[NOTE – insert number]**

It is hereby certified that **THE .ZA DOMAIN NAME AUTHORITY (ASSOCIATION INCORPORATED UNDER SECTION 21)** was this day incorporated under the Companies Act, 1973 (Act 61 of 1973) and that the company is a company limited by guarantee and incorporated under Section 21 of the Act.

Signed and sealed at **PRETORIA** on this the \_\_\_\_\_ day of \_\_\_\_\_  
two thousand and four (2004).

*Registrar of Companies*

*Seal of the Registrar of Companies*

*This certificate is not valid unless sealed with the seal of the Companies Registration Office*

REPUBLIC OF SOUTH AFRICA  
COMPANIES ACT, 1973

MEMORANDUM OF ASSOCIATION OF A COMPANY NOT HAVING  
A SHARE CAPITAL

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(Section 54[1]; Regulation 17[3])

Registration number of company

**[NOTE – insert number]**

1. **NAME**

1.1 The name of the company is:

THE .ZA DOMAIN NAME AUTHORITY  
(ASSOCIATION INCORPORATED UNDER SECTION 21)

1.2 The name of the company in the other official language of the Republic is:

None

1.3 The shortened form of the name of the company is:

.ZA DNA

2. **PURPOSE DESCRIBING THE MAIN BUSINESS**

The main business which the company is to conduct is:

"To assume responsibility for the .za domain name space."

3. **MAIN OBJECT**

"To administer and manage the .za domain name space."

4. **ANCILLARY OBJECTS**

The ancillary objects are:

- 4.1 to comply with international best practice in the administration of the .za domain name space;
- 4.2 to license and regulate registries;
- 4.3 to license and regulate registrars for the respective registries; and
- 4.4 with due regard to the policy directives which the Minister may make from time to time by notice in the Government Gazette, publish guidelines on:
  - 4.4.1 the general administration and management of the .za domain name space;
  - 4.4.2 the requirements and procedures for domain name registration; and
  - 4.4.3 the maintenance of and public access to a repository.
- 4.5 to enhance public awareness on the economic and commercial benefits of domain name registration.

Save as set out above, in terms of Section 33(1) of the Act, the ancillary objects of the Company are excluded to the extent that they are not utilised for the purpose of carrying out the main object, and the capacity of the Company is limited to its main object.

5. **POWERS**

- 5.1 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 are sub-paragraphs (l) and (s).
- 5.2 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 34 of the Act, are amended to read as follows:

5.2.1 Power (k) to be modified to read as follows:

"to form and to have an interest in any company or companies having the same or similar objects to the company for the purpose of acquiring the undertaking of all or any of the assets or liabilities of that company or companies or for any other purpose which may seem, directly or indirectly, calculated to benefit the company."

5.2.2 Power (n) to be modified to read as follows:

"to remunerate any person or persons in cash for services rendered in its formation or in the development of its business."

5.2.3 Power (r) to be modified to read as follows:

"To pay gratuities and pensions and establish pension schemes in respect of its directors, officers and employees."

## 6 **CONDITIONS**

The special conditions which apply to the Company as prescribed by the Act are:-

6.1 All income and property of the company, shall be applied solely towards the promotion of its main object and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever, to the members of the company or to its controlling or controlled company: Provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the company or to any member thereof in return of any services actually rendered to the company.

6.2 Upon its winding-up, deregistration or dissolution, the assets of the company remaining after the satisfaction of all its liabilities, shall be given or transferred to some other association or institution or associations or

institutions having objects similar to its main object, to be determined by the members of the company at or before the time of its dissolution or, failing such determination, by the Court.

7 **PRE-INCORPORATION CONTRACTS (IF ANY)**

Not Applicable.

8 **GUARANTEE**

8.1 The liability of members is limited to the amount referred to in paragraph 8.2

8.2 Each member undertakes to contribute to the assets of the company in the event of it being wound-up while he is a member or within one year afterwards, for payment of the debts and liabilities of the company contracted before he ceases to be a member, and of the costs, charges and expenses of the winding up, and for adjustment of the rights of the contributories among themselves an amount of R1,00 (One Rand), or the amount agreed on by the board provided that it does not exceed the above-mentioned amount.

9 **FINANCIAL YEAR**

The financial year of the company ends on the last day of March each year.

10 **ASSOCIATION CLAUSE**

We, the several persons whose full names, occupations, residential, business and postal addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association and we respectively agree to become members of the company.

**SIGNATORIES TO MEMORANDUM OF ASSOCIATION**

**PARTICULARS OF SUBSCRIBER**

**PARTICULARS OF WITNESS**

FULL NAMES:

FULL NAMES:

SIGNATURE:

SIGNATURE:

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DATE:

DATE:

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OCCUPATION:

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