

**FEDERAL REPUBLIC OF NIGERIA**  
**COMPANIES AND ALLIED MATTERS ACT, 1990**  
**COMPANIES LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**OF**

**TECHDUCAT LIMITED**

1. The name of the Company is: **TECHDUCAT LIMITED**
2. The Registered office of the Company will be situated in Nigeria.
3. The objects for which the Company is established are:
  - A. To carry on the business as designers, developers, buyers, sellers, importers, exporters and dealers in all kinds of computer software, computer technology and information technology products including cloud hosted business platforms and computer application products, systems, peripherals and materials, and to undertake the business of product application and development, computer maintenance and technical support services, internet access and electronic media, telecommunication and web commerce application services.
  - B. To carry on the business of consultancy and advise in designing, developing, installing, implementing and operating all kinds of software/information technology projects and rendering technical services, business transformation projects and assistance for start-up, commencement and expansion programme and to act as technical and software development consultants in Nigeria and abroad.
  - C. To undertake information technology project consultancy and services and to enter into any arrangements for providing turnkey project, including supply of technical, civil, financial, administrative, commercial services and technical know how, transfer of technology, information, knowledge, expertise and experience and as such to undertake for and on behalf of the clients to setup works, projects and all kinds of software development facility in or outside Nigeria and undertake market research and service, feasibility studies and reports, sales counseling, export promotion and such other related activities in India and abroad.
  - D. To undertake research and development in the field of information technology and education and to establish, provide, maintain and operate research laboratories, workshops, projects and programs.
  - E. To establish, maintain, manage, conduct, provide, procure or make available computer software/hardware services of every kind including commercial, financial, accountancy, management, educational, engineering, data processing, computer training and educational centers, communication and other technological/social services, competence centers, technical support centers, business and information technology centers, computer audit and quality assurance services in Nigeria or abroad.
  - F. To enter into contracts, agreements and arrangements with any other company for the carrying out, by such other company on behalf of the Company, of any of the objects for which the company is formed.
  - G. To enter into partnership or into any arrangements.
  - H. To enter into any arrangement with any government or authority, Central, State, Municipal, Local or Foreign or Public body or otherwise any person or company that may seem conducive to the Company's objects or any of them and to carry out, exercise and comply with any such arrangements.
  - I. To apply for, promote and obtain an Act of Parliament, charter, decrees, rights, contracts, privileges, concessions, licenses or authorization from any Government, State or Municipality for enabling the company to carry out any of its objects into effect.
  - J. To apply for, purchase or otherwise acquire and protect and renew in Nigeria or any other part of the world a patent, rights, brevets, inventions, trademarks, designs, licenses, concessions, and the like and to cause to develop or grant licenses in respect of or otherwise turn to account the property, rights or interests so acquired and to expend the money in experimenting upon, testing or improving any such patents, inventions or rights.
  - K. To do all such other things as may be considered incidental or conducive to the attainment of the above objects or any of them.

4. The Company is a private company
5. The liability of the members is limited by share.
6. The nominal share capital of the Company is 1,000,000 divided into 1,000,000 ordinary shares of 1 each.

We, the several persons whose names and addresses are subscribed hereunder, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

SN	NAME AND ADDRESS OF SUBSCRIBER	NO. OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURES OF SUBSCRIBERS
1	<b>Name:</b> DADA OYENIYI ADEWUMI <b>Address:</b> 13 LATEEF ADAM CRESCENT APARTMENT B1 (CEMENT-AGEGE, LAGOS)	510,000	
2	<b>Name:</b> DADA EDIDEON <b>Address:</b> 13 LATEEF ADAM CRESCENT APARTMENT B1 (CEMENT-AGEGE, LAGOS)	340,000	
3	<b>Name:</b> EHIGIE EGHOSA EFOSA <b>Address:</b> 2 ROLAND EYETU STREET, VINTAGE ESTATE (SANGOTEDO, LAGOS)	150,000	

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Particulars of witness to the above signatures: -

Name of Witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_

Occupation of Witness: \_\_\_\_\_



**FEDERAL REPUBLIC OF NIGERIA**  
**COMPANIES AND ALLIED MATTERS ACT, 1990**  
**COMPANIES LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**TECHDUCAT LIMITED**

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## **1. INTERPRETATION**

In this regulations, ‘the Act’ means the Companies and Allied Matters Act.

Unless the content otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act.

## **2. CLASS OF SHARES**

The company may from time to time issue classes of shares. It shall be the responsibility of the directors to determine the classes of shares to be issued. All the rights or restrictions attached to each particular class of shares shall be specified in the terms of issue but such rights may at any time be varied in accordance with the provisions of section 141 of the Act.

## **3. RESTRICTIONS ON TRANSFER OF SHARES**

The directors may in their absolute discretion and without giving any reason, refuse to register any transfer of any share, whether or not it is fully paid share.

## **4. PRE-EMPTIVE RIGHTS OF SHAREHOLDERS OF THE COMPANY**

The company shall not allot any new or unissued shares unless the same are offered in the first instance to all the shareholders or to all the shareholders of the class or classes being issued in proportion as nearly as may be to their existing holdings. The offer to existing shareholders shall be by notice specifying the number of shares to which the shares to which the shareholder is entitled to subscribe and limiting a time, not being less than twenty-eight days after the service of the notice, after the expiration of which the offer, if not accepted, will be deemed to be declined. On the receipt of an intimations from the shareholder that he declines to accept the shares offered or after the expiration of the stipulated time, as the case may be, the board of directors may, subject to the terms of any resolution of the company, dispose of the shares at a price not less than that specified in the offer, in such manner as they think most beneficial to the company. Regulations 4 and 5 above are not alterable except with the unanimous consent of all the members of the company.

## **5. COMMISSIONS AND BROKERAGE**

The company may exercise the powers of paying commissions conferred by section 131 of the Act, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the memorandum and articles of association of the company. Such commission may be satisfied by the payment of cash or the allotment of fully paid shares or partly in one way and partly in the other. The company may also on any issue of shares pay such brokerage as may be lawful.



## **6. ALTERATION OF CAPITAL**

The company may from time to time by ordinary resolution effect an alteration of its share capital in any of the ways set out in section 100 of the Act. Subject to the provisions of the Act on reduction of capital, the company may, whenever it considers it expedient to do so, by special resolution reduce its share capital, any capital redemption fund or any share premium account.

## **7. MEETINGS**

The annual general meeting shall be held at such time and place as the director shall appoint. The chairman, if any, of the board of directors shall preside as chairman at every general meeting of the company, or if there is no such chairman, or if he is not present within thirty minutes after the time appointed for the holding of the meeting or is unwilling to act, the director present shall elect one of their number to be chairman of the meeting. If at any meeting no director is willing to act as chairman or if no director is present within thirty minutes after the time appointed for the holding the meeting, the members present shall choose one of their number to be chairman of the meeting.

## **8. VOTING**

No member shall be entitled to vote at any general meeting unless all calls or other sums payable by him in respect of shares in the company have been paid.

## **9. THE SEAL**

The directors shall provide for the safe custody of the seal, which shall only be used by the authority of the director or of a committee of the directors authorised by the director that behalf and every instrument to which the seal is affixed shall be signed by the director and countersigned by the secretary or by a second director or by some other person appointed by the directors for the purpose.

## **10. NOTICE**

A notice may be given by the company to any member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within Nigeria) to the address, if any, within Nigeria supplied by him to the company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice and to have been effected at the expiration of seven days after the letter containing the same is posted.



SN	NAME AND ADDRESS OF SUBSCRIBER	SIGNATURES OF SUBSCRIBERS
1	<b>Name:</b> DADA OYENIYI ADEWUMI <b>Address:</b> 13 LATEEF ADAM CRESCENT APARTMENT B1 (CEMENT-AGEGE, LAGOS)	
2	<b>Name:</b> DADA EDIDEON <b>Address:</b> 13 LATEEF ADAM CRESCENT APARTMENT B1 (CEMENT-AGEGE, LAGOS)	
3	<b>Name:</b> EHIGIE EGHOSA EFOSA <b>Address:</b> 2 ROLAND EYETU STREET, VINTAGE ESTATE (SANGOTEDO, LAGOS)	

Dated this

day of

20

Particulars of witness to the above signatures: -

Name of Witness:

Address of  
Witness:Occupation of  
Witness:

Verify Electronic Stamp here:

<http://stampduty.gov.ng/verification>

Stamp Duty Cert. No:

2019-3770-22957-71111