

THE COMPANIES ACT

(Chapter 486 of the Laws of Kenya)

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**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

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MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

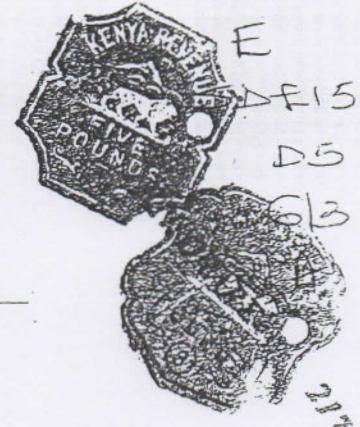
**GS1 KENYA LIMITED**

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Incorporated the day of 2009

DRAWN BY  
JOHN K. WAMBUGU  
ADVOCATE  
P.O. BOX 69565 - 00400  
NAIROBI

THE COMPANIES ACT  
(Chapter 486, Laws Of Kenya)



COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

**GS1 KENYA LIMITED -**

1. The name of the company is "**GS1 KENYA LIMITED**".
2. The registered office of the Company will be situated in the Republic of Kenya.
3. The objects for which the company is established are:-
  - (a) To administer and promote the system of standards development by GS1 International for item identification, bar-coding, location numbering and electronic data interchange (EDI) for the benefit and more efficient operation of trade and industry in Kenya.
  - (b) To advise all sectors of trade and industry in Kenya about the use and benefits of the GS1 system.
  - (c) To participate in the work of GS1 International and ensure that the GS1 system of standards is implemented in Kenya according to rules and guidelines of GS1 international
  - (d) To undertake activities and provide services to ensure the attainment of its objectives, to meet its obligations to its members and to GS1 International.
  - (e) To provide technical support and guidance to its member companies on the different GS1 standards and their applications. This will include but will not be

limited to providing information and advise on GS1 standards via helpline, written communication and meetings, GS1 technical manuals and free updating service, regular newsletters, technical and EDI bulletins, videos on numbering and barcoding, seminars and conferences, symbol testing service, access to on-line GS1 product number data base.

- (f) To act as an interest group on behalf of its members by collecting and exchanging experiences on the practical use of the GS1 system among users, liaising with the various economic interest groups, trade associations, government bodies, etc. in order to co-ordinate relevant developments and broaden the use of the GS1 system, participating in the activities of GS1 international and contributing to its on-going work and development.
  - (g) To inform trade and industry about the GS1 system through building awareness, education and promotion.
  - (h) To liaise with equipment and film master suppliers, packaging designers, printers etc, to ensure they understand what is required regarding the production and printing of GS1 barcode symbols.
  - (i) To engage in entrepreneurial development and business logistics management to ensure that the scarce resources needed for any project are acquired and utilized cost-effectively in line with relevant production methods, and that marketing is efficient and proactive, such as in shopping malls, conference facilities, tourist enterprises, and partnership business ventures.
  - (j) Generally to do all such other lawful things as are incidental or may be thought by GS1 KENYA LIMITED to be conducive to the attainment of the above objects or any of them, provided that GS1 KENYA LIMITED shall not support with its funds nor endeavor to impose on nor procure to be observed by its members or others any regulation or restriction which if an object of GS1 KENYA LIMITED would make it a trade union and PROVIDED also that the object of GS1 KENYA LIMITED as specified in each of the foregoing paragraphs of this clause shall be separate and distinct not referable to any other paragraph or the order in which the same occur.
4. No addition, alteration or amendment shall be made in the memorandum of association for the time being in force unless the same has previously been submitted and approved by the Registrar of Companies.
5. The liability of members is limited.  
PROVIDED that in the event of winding up of the GS1 KENYA LIMITED every ordinary member for the time being undertakes to subscribe such amount not exceeding Kenya Shillings Fifty as may be required for payment of debts and liabilities of the GS1 KENYA LIMITED contracted before he ceased to be a member and of the costs, charges and expenses of winding up.

6. The income and property of the GS1 KENYA LIMITED whence ever derived shall be applied solely towards the promotion of the objects of the GS1 KENYA LIMITED as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, gift, division, bonus or otherwise howsoever by way of profit to the members of the GS1 KENYA LIMITED.

PROVIDED that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the GS1 KENYA LIMITED or to any member of the GS1 KENYA LIMITED in return for any services actually rendered to the GS1 KENYA LIMITED nor prevent the payment of interest at a rate not exceeding the current bank rate on money lent or reasonable and proper rent for premises demised or let by any member to GS1 KENYA LIMITED.

PROVIDED further that nothing hereinbefore contained shall prevent any payment to any company of which a member of the Management Board may be a director, member or shareholder and such member shall not be bound to account for any share of profits he may receive in respect of such payments.

If upon winding up or dissolution of the GS1 KENYA LIMITED 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 but shall be given or transferred to some other institution having objects similar to the objects of the GS1 KENYA LIMITED and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the GS1 KENYA LIMITED under or by virtue of Paragraph 5 hereof (such institution or institutions to be determined by the members of the GS1 KENYA LIMITED at or before the time of dissolution): and if and so far as effect cannot be given to the aforesaid provisions then to some charitable objects to be determined by the members.

We, the several persons whose names, addresses and occupations are subscribed, are desirous of being formed into a company limited by guarantee in pursuance of this Memorandum of Association.

Names, Postal Addresses and Occupations of Subscribers	Signatures of Subscribers
JOHN ROBERT SAWERS P.O. BOX 63103-00619 NAIROBI BUSINESSMAN	John Sawers
CHRIS MUNGA NYAMARATANDI BICHAGE P.O. BOX 52343-00200 NAIROBI BUSINESSMAN	Chris Munga Nyamaratandi Bichage
HARRY MORGAN DAVIES P.O. BOX 2323-00202 KNH NAIROBI BUSINESSMAN	Harry Morgan Davies
PETER OTIENO P.O. BOX 55482-00200 NAIROBI BUSINESSMAN	Peter Otieno
KETUL TANNA P.O. BOX 18001-00500 NAIROBI BUSINESSMAN	Ketul Tanna
NIGEL FRANCIS RAUL QUADROS P.O. BOX 30621-00100 NAIROBI BUSINESSMAN	Nigel Francis Raul Quadros
CHARLES ONYANCHA P.O. BOX 51493-00200 NAIROBI BUSINESSMAN	Charles Onyancha

JAPHETH KETER  
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NAIROBI  
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0722 516818

ATHANAS MUTISO MATHEKA  
P.O. BOX 18870  
NAIROBI  
BUSINESSMAN

0722 704823

Sa 19/02/09

ANDREW KIPTOON  
P.O. BOX KICC, 11TH FLOOR.  
NAIROBI  
ENGINEER

0722 721964

19/02/09

DATED this  
2009

6<sup>th</sup>

day of March



WITNESS to the above signatures: -

#### CERTIFICATE UNDER THE COMPANIES REGULATIONS

Certified that the above Memorandum of Association has been produced by the process of XEROGRAPHY.



THE COMPANIES ACT (CHAPTER 486)

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

---

ARTICLES OF ASSOCIATION

- OF -

GS1 KENYA LIMITED

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INTERPRETATION

1. In these Articles unless there be in the context anything inconsistent herewith:

“GS1 KENYA”	Shall mean GS1 KENYA LIMITED
“the Act”	Shall mean the Companies Act (Chapter 486) and every statutory modification or re-enactment thereof for the time being in force;
“month”	Shall mean calendar month;
“year”	Shall mean calendar year;
“trade and industry”	Shall not be construed in the narrow sense;
“Association”	Shall refer to GS1 KENYA LIMITED
Words importing the singular shall include the plural and vice versa.	
Words importing the masculine gender shall include the feminine.	
Words importing persons shall include firms and bodies corporate;	

2. (a) These Articles shall be construed with reference to the provisions of the Act.
- (b) GS1 KENYA is established for purposes expressed in the memorandum of Association.

### 3. MEMBERSHIP

- 3.1 All membership applications are subject to the final approval of the Management Board of the Association.
- 3.2 There shall be two types of membership namely, Full Membership and Associate Membership.
- 3.3 Full membership is granted to any company or organization that intends to use GS1 standards and agrees to abide by the rules of the Association.
- 3.4 A company, association, or organization interested in supporting the work of the Association but not needing a GS1 company number is entitled to Associate membership.
- 3.5 The Management Board, subject to approval by the General Meeting, may establish other categories of membership as the need arises.

### 3.6 ADMISSION TO MEMBERSHIP

Application for admission to membership must be made to the Management Board of the Association. Membership of the Association, with the rights and obligations pertaining thereto, will not be finally granted until such time as the entrance fee is paid.

- 3.7 Membership fees are established by the Management Board with the approval of the General Meeting.
- 3.8 The Management Board shall decide on the action to be taken in the event of a member failing to pay an annual fee within the time period allowed.
- 3.9 GS1 company numbers are issued to full members for use according to the rules of the Association and GS1 International.
- 3.10 The Management Board shall decide on the action to be taken in the event of the misuse of the GS1 system by a full member.

### **3.11 RESIGNATION AND EXPULSION**

Loss of GS1 KENYA membership may result either from resignation or expulsion.

Resignation must be notified by registered letter sent to the Chief Executive of GS1 KENYA not later than six months prior to the end of the corporate year. Resignation becomes effective at the end of the said year.

If its actions are acknowledged to have been, in important matters, continuously inconsistent with the corporate object of the Association or if financial obligations have not been met for one year, a member may be expelled from GS1 KENYA by a vote at the Management Board.

Notification of expulsion shall be made by registered letter within eight days after the Management Board's decision. It becomes effective as from the date of receipt of the said notification. The membership fee for the current financial year shall however remain due by the member regardless of resignation or expulsion. No out-going member of the Association shall have any claim whatsoever on the assets of the Association.

## **4. CONSTITUENT BODIES OF THE ASSOCIATION**

The constituent bodies of the Association are as follows:

- (a) The General Meeting
- (b) The Management Board
- (c) The Chairman and Vice Chairman
- (d) The Chief Executive

## **5. CHAIRMAN AND VICE – CHAIRMAN**

- 5.1 The Chairman and Vice-Chairman shall be elected for a period of one year by the members of the Management Board. Both the Chairman and the Vice-Chairman are eligible to serve for two terms only.
- 5.2 The Chairman shall chair the meetings of the Management Board and has a casting vote in the event of a tie.
- 5.3 The Chairman ensures the implementation of the decisions of the Management Board and represents the Association before third parties in regard to acts binding the Association.
- 5.4 The Vice-Chairman shall replace the Chairman in the event that the Chairman is absent or unable to exercise his/her duties.

## 6. THE MANAGEMENT BOARD

- 6.1 Subject to the provisions of these statutes, the administration, direction and management of the affairs of the Association shall be vested in the Management Board.
- 6.2 The Management Board shall consist of not less than 6 and not more than 15 members (excluding ex-officio members). The Board shall have at any time a majority representation from trade and industry.
- 6.3 The Management Board may, in addition, co-opt persons to serve as non-voting members of the Board.
- 6.4 The members of the Management Board are elected by the General Meeting for a period of one year. The General Meeting shall also establish nomination and election rules.
- 6.5 The first members of the Management Board shall hold office until the holding of the first Annual General Meeting and shall be eligible for re-election. Thereafter members of the Management Board shall be elected at the Annual General Meeting in accordance with the election rules.
- 6.6 A member of the Management Board may at any time resign office upon giving notice in writing to the Chairman of his/her intention to do so. Such a resignation shall take effect upon its acceptance by the Management Board. A member may also lose his position by failure to attend three consecutive board meetings.

## 7. PROCEEDINGS OF THE MANAGEMENT BOARD

- 7.1 The Management Board shall meet at least 3 times a year at a place and date convenient for the majority of the members.
- 7.2 The Chairman, with the agreement of at least four members of the Management Board, may call a special meeting of the Board at any time during the year.
- 7.3 The proceedings of the Management Board shall be valid only if at least 50% of the members are present.

- 7.4 Subject to the foregoing, the members of the Management Board may organize their meetings and proceedings as they see fit.

8.

## CHIEF EXECUTIVE

- 8.1 The Management Board shall appoint a Chief Executive for such a term as they see fit and any Chief Executive so appointed may be removed by them.
- 8.2 The Chief Executive shall carry out all of the duties entrusted to him/her by the management board. He/she shall ensure the day to day management of the Association.
- 8.3 The Chief Executive shall be an ex-officio member of the Management Board but without the right to vote at Management Board meetings.
- 8.4 The Chief Executive shall prepare and facilitate the General Meetings. He/She shall also produce and keep a record of the minutes of the General Meetings and the meetings of the Management Board.
- 8.5 The Chief Executive shall assist the Chairman in representing the Association and for this purpose may have specific responsibilities delegated to him by the General Meeting and the Management Board.

9.

## SPECIAL COMMITTEES

- 9.1 The Management Board may delegate part of its work to special Committees whose members are appointed by the Management Board.
- 9.2 Any Committee so formed shall in the exercise of the powers so delegated conform to any regulations or limitations that may be imposed on it by the Management Board.
- 9.3 The Chief Executive shall be an ex-officio member of any special committee set up by the Board.

10.

## GENERAL MEETINGS

- 10.1 The General Meeting, representing the members of the Association, is vested with full powers in order to achieve the Association's objectives.
- 10.2 The Management Board shall convene an Annual General Meeting once a year at a date and time fixed during the previous General Meeting.

- 10.4 The agenda for the Annual General Meeting shall include the Annual Report of the Chairman on the activities of the Association during the previous year, a presentation of the Audited Accounts of the Association, a proposed budget for the ensuing year, the election of the members of Management Board and the approval of the appointment and remuneration of the Auditors.
- 10.5 The agenda of the Annual General Meeting must be submitted by the Management Board to the members at least 21 days prior to the date of the General Meeting.
- 10.6 Every member shall be entitled to at least one vote. The method of determining the number of votes shall be established by the Management Board with the approval of the General Meeting.
- 10.7 Votes may be cast in person or by proxy.
- 10.8 The quorum at Annual General Meetings shall be not less than thirty (30) ordinary members present or represented. If a quorum is not reached, the Meeting shall stand adjourned for three weeks with the same agenda. If at the reconvened meeting a quorum is not reached, the number of votes present shall constitute a quorum regardless of their number.
- 10.9 When there is an equality of votes cast, the Chairman (or Vice-Chairman acting in his place) shall have the casting vote.
- 10.10 An Extra-Ordinary General Meeting may be convened following a decision of the Management Board or upon request of the members representing at least 5 % of the votes. Any such meeting requested by the members must be held not later than three weeks after the submission of the request.

## **11. AMENDMENTS TO THE ARTICLES**

- 11.1 The Management Board or one or more members may propose a motion for amendment to these articles or the dissolution of the Association.
- 11.2 Any such motion proposed by the members shall be examined by the Management Board who shall decide whether to submit it to the Annual General Meeting of the members of the association

- 11.3 An Extra-ordinary General Meeting of the members may be convened to address and vote upon motions for amendments to these Articles.
- 11.4 The Management Board shall notify the members of the association of the date of such an Extra-ordinary General Meeting at least 21 days in advance.
- 11.5 The Management Board, or the Chief Executive acting on its behalf, shall give prior notice to GS1 International and to the Registrar of Companies of any proposals for amendments to these articles to be addressed at a General Meeting or Extraordinary General Meeting of the Association.
- 11.6 Amendments to these articles are said to be approved if 75% of the quorum present or represented by proxy at the General Meeting or Extra-ordinary General Meeting convened to consider the proposal and two thirds of the votes cast are in favor of the proposed amendment.

## 12.

### AUDIT

The audit of the operations of the Association shall be carried out by an auditor, certified in Kenya, nominated by the General Meeting on the proposal of the Chairman. The auditor shall be appointed for a period of one year and shall be deemed to have been reappointed in the absence of a resignation or replacement.

The proposed nominations must be submitted to the Management Board before its last meeting during which the proceedings of the Annual General Meeting are prepared. Members will be informed of these nominations in the notices concerning the General Meeting. The auditor may examine the books, correspondence, minutes and in general all the records of the Association, together with all supporting documents, without removing them.

The Auditor has to report to the General Meeting on completion of these duties in addition to his statutory duties every year.

13.

### ACCOUNTING YEAR AND BUDGET

Every year, the Chief Executive shall draw up a financial report on the previous accounting year and the budget for the next accounting year. Both shall be submitted by the Management Board to the General Meeting for approval.

The Accounting year shall be in accordance with the Calendar year or as may be determined by the Management Board.

14.

### DISSOLUTION

In the event of dissolution of the Association, the winding up procedure shall be determined and the liquidators appointed by the General Meeting.

15.

### BORROWING POWERS

15.1 The Management Board may from time to time at its discretion, raise or borrow from any person, firm or corporation, sums of money in aggregate not exceeding Kenya Shillings five million (Kshs. 5,000,000/-) for the purpose of the company. Any borrowing which will result in the aggregate amounts borrowed by the company exceeding the above mentioned limit must be sanctioned by an ordinary resolution of the members of the company passed at a properly constituted General Meeting of the Company.

15.2 Subject to the provisions of Article 15.1 above and clause 6 of the Memorandum of Association the Management Board may raise or secure the repayment of such moneys, in such manner and upon such terms and conditions in all respects as it thinks fit, and in particular by the issue of debentures or debenture stock of the company secured upon all or any part of the property of the company (both present and future) including contributions of Members in the event of its being wound up.

16.

### INDEMNITY

16.1 Subject to the provisions of article 16.3 hereof, every member of the Management Board, the Secretary and other officer or servant of the Company, shall be indemnified by the Company against all costs, losses and expenses which any such officer or servant may lawfully incur or become

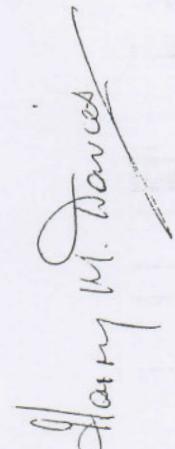
liable for by reason of any contract properly entered into or his act or deed as such officer or servant, or in any way in the discharge of his duties, including traveling expenses, and it shall be the duty of the Management Board, out of the funds of the Company, to pay all such costs, losses and expenses.

- 16.2 Subject to the provisions of article 16.3 hereof, no member of the Management Board, and no officer or servant of the Company shall be liable for the acts, receipts, neglects or defaults of any other member of the Management Board or officer or servant or for joining in any receipt or other act for conformity, or for any loss or expense happenings to the Company, through the insufficiency or deficiency of title to any property acquired by order of the Management Board for or on behalf of the company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous acts of any person with whom any moneys, securities or effects shall have been deposited or for any loss occasioned by any error of judgement or oversight on his part, or for any other loss, damage or misfortune whatsoever, which shall happen in the execution of the duties of his office, or in relation thereto.

- 16.3 The last two preceding Articles shall only have effect in so far as their provisions are not avoided by Section 206 of the Act.

#### ARBITRATION – DIFFERENCES TO BE REFERRED

Whenever any differences arise between the company on the one hand and any of the members, their representatives, or assigns on the hand, touching the true intent or construction, or the incidents, or consequences of these Articles, or of the statutes, or touching anything then or thereafter done, executed, committed or suffered in pursuance of these Articles, or any claim or account of any such breach, or alleged breach or otherwise relating to the premises, or to these Articles or to any statutes affecting the Company or to any of the affairs of the Company, every difference shall be referred to the decision of an arbitrator to be appointed by the parties in difference, or if they cannot agree upon a single arbitrator to the decision of two arbitrators, or whom one shall be appointed by each of the parties in difference.

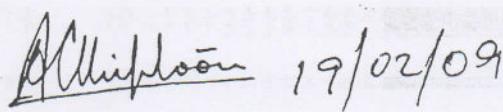
Names, Postal Addresses and Occupations of Subscribers	Signatures of Subscribers
JOHN ROBERT SAWERS P.O. BOX 63103-00619 NAIROBI BUSINESSMAN 0734 752264	
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ATHANAS MUTISO MATHEKA  
P.O. BOX 18870  
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19/02/09

ANDREW KIPTOON  
P.O. BOX KICC, 11TH FLOOR.  
NAIROBI  
ENGINEER 0722 721964



19/02/09

DATED this 6<sup>th</sup> day of March 2009

WITNESS to the above signatures: -



#### CERTIFICATE UNDER THE COMPANIES REGULATIONS

Certified that the above Articles of Association of "GS1 KENYA LIMITED" have been produced by the process of XEROGRAPHY.

