

Tods Murray LLP

THE COMPANIES ACTS 1985 to 2006
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
of
GLOBAL NETWORK OF SEX WORK PROJECTS LIMITED

2008

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FAS NO 7646



TODS MURRAY LLP
SOLICITORS

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Tods Murray LLP

THE COMPANIES ACTS 1985 to 2006COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

GLOBAL NETWORK OF SEX WORK PROJECTS LIMITED

COMPANIES HOUSE
FEE PAID
EDINBURGH

- 1 The name of the Company is "GLOBAL NETWORK OF SEX WORK PROJECTS LIMITED"
- 2 The Registered Office of the Company will be situated in Scotland
- 3
- 3.1 The Company's objects are
 - 3.1.1 to promote the human rights and entitlements of sex workers,
 - 3.1.2 to provide practical information and opportunities for information sharing among organisations and projects which provide services to sex workers,
 - 3.1.3 to raise awareness of the health and welfare needs of sex workers,
 - 3.1.4 to develop and maintain links between service providers, sex worker organisations and relevant international institutions and agencies and to facilitate opportunities for the voices of sex workers to be heard in relevant international forums
- 3.2 In furtherance of the said objects, the Company may exercise the following powers
 - 3.2.1 To maintain and develop a network of organisations and projects globally,
 - 3.2.2 To participate in public debate on policy towards sex work at local, national and international level and to advocate at local, regional and global level for policies, legislation and action which furthers the human rights of sex workers,
 - 3.2.3 To provide or facilitate provision of education and training about sex work and related matters,
 - 3.2.4 To carry out or commission research,
 - 3.2.5 To procure the writing, publication and circulation (gratuitously or otherwise) of journals, papers or other documents,
 - 3.2.6 To hold conferences, meetings, lectures, seminars and courses either alone or with others

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COMPANIES HOUSE

- 3 3 To enter into agreements with such companies, associations and societies, funding bodies, professional organisations and other sponsors to provide services in connection with the Company's activities,
- 3 4 Subject to Clause 4 hereof to employ and pay such accountants, solicitors and other professional persons, advisers, workmen and other staff as are necessary for the furtherance of the objects of the Company,
- 3 5 To receive, allocate and administer subscriptions, donations, grants, contributions, gifts or bequests made available to the Company for any or all of its objects, whether from public funds or from private sources under the terms and conditions referable to such subscriptions, donations, grants, contributions, gifts or bequests and generally to manage, invest and expend all monies belonging to the Company,
- 3 6 To organise, promote and manage or cause to be organised, promoted or managed fund raising activities, to issue appeals, hold public meetings and take such steps as may be deemed necessary or desirable for the purposes of procuring contributions to the funds of the company by way of donations or otherwise,
- 3 7 To purchase, take on lease or in exchange, hire or otherwise acquire and hold any heritable or moveable, real or personal property, and to maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) to sell, lease or otherwise dispose of or mortgage any such heritable or moveable, real or personal property and to issue or grant any mortgage, charge, standard security, lien or other security upon all or any part of its property or assets whether present or future,
- 3 8 To invest the moneys of the Company not immediately required for its objects in or upon such investments, securities or properties as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law,
- 3 9 To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company
- 3 10 Subject to such consents as may be required by law, to sell, let, grant heritable security, charge, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its objects,
- 3 11 To assist any person, body or bodies financially or otherwise in the furtherance of the above purposes or any of them,
- 3 12 To borrow or raise money for the objects of the Company on such terms and (with such consents as are required by law) on such security as may be thought fit and to issue any debentures or debenture stock, whether perpetual, irredeemable or otherwise,
- 3 13 To raise funds for and to make donations to charity, or other non profit making organisations, which donations may represent the whole or any part of the income of the Company for any accounting period or to be made out of any other monies of the Company and generally to establish, promote, form and support or aid in the establishment, promotion and formation and support of any such association or body

and to subscribe or guarantee money for purposes in any way connected with or calculated to further the objects of the Company,

- 3 14 To apply for, register, purchase or otherwise acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, designs, trade marks, licences, concessions and the like, conferring an exclusive or non exclusive or limited right of user or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, grant licences or privileges in respect of or otherwise turn to account any rights and information so acquired,
- 3 15 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company,
- 3 16 To enter into any arrangement with any Institution, Corporation, Company, Association, firm or person or with any government or Public Authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government or Public Authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions,
- 3 17 To insure and arrange insurance cover for and to indemnify the Company's officers, employees and voluntary workers and those of its members from and against all risks incurred in the course of the performance of their duties as may be thought fit,
- 3 18 Subject to the provisions of Clause 5 hereof, to establish and support pension and superannuation schemes for the benefit of persons employed by the Company and to grant pensions or retiring allowances to persons who have been employed by the Company or to their dependants,
- 3 19 To transfer all or any part of the undertaking, assets and liabilities of the Company to or to take over, federate or amalgamate with, or to affiliate or become affiliated to any other institution, company or association having charitable objects similar in whole or in part to those of the Company provided that any such institution, company or association is prohibited from the payment of dividend, bonus or profit to its members at least to as great an extent as such payment is prohibited to members of the Company and further provided that this Clause shall not authorise anything which shall prevent the Company from properly and usefully carrying out its functions as contemplated by this Memorandum of Association,
- 3 20 To form any subsidiary to further or assist in carrying out the objects of the Company, whether directly or indirectly,
- 3 21 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and/or any subsidiary company formed to further or to assist in carrying out the objects of the Company,
- 3 22 To undertake and execute any charitable trusts having primary objects wholly or partly similar to those of the Company and which may be lawfully be undertaken by the Company,

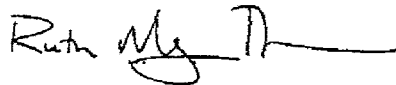
- 3 23 To apply for, promote and obtain any Private Act of Parliament, Provisional Order, Royal Charter or licence or any authority for enabling the Company to carry any of its objects into effect or affecting any modification of the Company's Constitution calculated directly or indirectly to promote the Company's interest and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest,
- 3 24 To co operate and enter into arrangements with authorities, national, local or otherwise,
- 3 25 To procure the Company to be registered in any country or place,
- 3 26 To establish where necessary local branches (whether autonomous or not),
- 3 27 To do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub contractors, trustees or otherwise,
- 3 28 To do all such other things as may be incidental or conducive to the Company's objects or any of them
- 4 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit to the Members of the Company PROVIDED THAT nothing herein shall prevent any payment in good faith by the Company
 - 4 1 of reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company
 - 4 2 of interest on money lent by any Member of the Company or of its Board of Directors at a rate per annum not exceeding Two per centum less than base lending rate for the time being prescribed by the Bank of Scotland or Three per centum whichever is the greater,
 - 4 3 of reasonable and proper rent for premises let by any Member of the Company or its Board of Directors,
 - 4 4 to any Director of out of pocket expenses
- 5 The liability of the Members is limited
- 6 Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1 00) to the assets of the Company in the event of its being wound up during the time that he is a Member, or within one year afterwards for the 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 winding up the same and for the adjustment of the rights of the contributories amongst themselves
- 7 If upon the winding up or dissolution of the Company 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 of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the

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objects of the Company and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company by Clause 5 hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution and if and so far as effect cannot be given to the such provision, then to some other charitable institution

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum

Names and Address of Subscriber



Signature

Ruth Gillian Morgan Thomas

Full Name

On behalf of

SCOT PEP

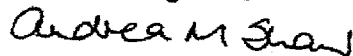
Organisation

70 Newhaven Road,
Edinburgh
EH6 5QG
Scotland UK

Address

Date 16 August 2008

Witness to the above signature



Signature

Andrea Margaret Shaw

Full Name

14 Gillespie Crescent
Edinburgh
EH10 4HT
Scotland UK

Address

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum

Names and Address of Subscriber



Signature

Melissa Diltmore

Full Name

On behalf of

PONY

Organisation

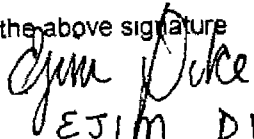
Sex Worker Project
Urban Justice Centre
123 William Street, 16th floor
New York, NY 10038
USA

Address

Date

20 Aug 08

Witness to the above signature



Signature

EJIM DIKE

Full Name

123 William Street

Address

16th Floor

New York, NY 10038

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum

Names and Address of Subscriber



Signature

Irene Ojiugo Patrick

Full Name

On behalf of

Nigerian Network of Sex Work Projects

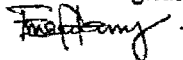
Organisation

Ground floor, CSO House
No 4 Jaba Close, Area 11
Garki Abuja
Nigeria

Address

Date 01-09-2008

Witness to the above signature



Signature

EMEM HARRY (MRS)

Full Name

BLOCK A, FLAT 1,

Address

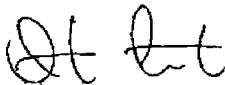
IMO COURT, GADUA

ESTATE, GUDU DISTRICT

ABUJA, NIGERIA

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum

Names and Address of Subscriber



Signature

Otilia Silva Leite

Full Name

On behalf of

Davida

Organisation

R Santo Amaro, 129
Rio de Janeiro
Brazil
CEP 22211 230

Address

Date 20 DE AGOSTO DE 2008

Witness to the above signature



Signature

FRIEDERIKE STRACK

Full Name

R DAVID CAMPISTA, 236/502

Address

RIO DE JANEIRO - RJ

CEP 22261 - 010

BRAZIL

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum

Names and Address of Subscriber

Meena Saraswathi Seshu

Signature

Meena Saraswathi Seshu

Full Name

On behalf of

APNSW

Organisation

1511/18 Paholyothin Road
Samsen nai
Payatai, Bangkok
10400 Thailand

Address

Date

21 / 08 / 08

Witness to the above signature

Sutapa Majumdar

Signature

SUTAPA MAJUMDAR

Full Name

230, RUBIKAR COLONY

Address

KOLHAPUR - 416005

MAHARASHTRA, INDIA

THE COMPANIES ACTS 1985 to 2006
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
of
GLOBAL NETWORK OF SEX WORK PROJECTS LIMITED

2008

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THE COMPANIES ACTS 1985 to 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

GLOBAL NETWORK OF SEX WORK PROJECTS LIMITED

1 INTERPRETATION

1.1 In these Articles

"the Act" shall mean the Companies Acts as defined in Section 2 of the Companies Act 2006, including any statutory modification or re enactment thereof for the time being in force

"the Articles" or **"these Articles"** shall mean the Articles of Association of the Company or such as are in force from time to time

"the Company" shall mean Global Network of Sex Work Projects Limited

"clear days" shall mean, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given but including the day for which it is given or on which it is to take effect

"communication" means the same as in the Electronic Communications Act 2000

"document" includes, unless otherwise specified, any document sent or supplied in electronic form,

"the Directors" shall mean the Directors for the time being as a body or a quorum of the Directors present at a Meeting of the Directors

"electronic communication" means the same as in the Companies Act 2006

"executed" shall mean any mode of execution

"office" shall mean the registered office of the Company

"President" means the President of the Company, as approved from time to time pursuant to Article 8

"Region A" means Africa

"Region B" means Asia Pacific

"Region C" means Latin America

"Region D" means North America

"Region E" means Europe

"Regions" means Region A, Region B, Region C, Region D and Region E collectively

"Regional Members" means all members of the Company from a particular Region, and in determining which Region a member is from, the Region specified in the membership certificate shall be determinative

"Secretary" shall mean the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy Secretary

"United Kingdom" shall mean Great Britain and Northern Ireland

12 Unless the context otherwise requires, words or expressions employed in these Articles bear the same meanings as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company

13 Words denoting the masculine shall include all genders Words importing the singular shall include the plural and vice versa Words denoting individuals shall include corporations

2 OBJECTS

The Company is established for the objects expressed in the Memorandum of Association

3 MEMBERS

31 The subscribers to the Memorandum of Association of the Company and other organisations as are admitted to membership in accordance with the Articles shall be Members of the Company No organisation shall be admitted a Member of the Company unless it is approved by the Directors/Members

32 Membership of the Company shall be open to bodies which represent the interests of sex workers and support the following principles and values of the Company

- acceptance of sex work as work,
- opposition of criminalisation of sex work,
- supporting self organisation and self determination of sex workers

The principles and values set out in this Article may only be amended by a resolution of the Members passed by a majority of not less than 90%

33 Any organisation that desires to be admitted to membership of the Company must deliver to the Company an application for admission framed in such terms as the Directors may require

34 The Directors may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application

- 3 5 If a body which satisfies the requirements of Article 3 2 wishes to participate but does not wish to be admitted to membership itself, or wishes to be admitted to membership but does not have separate legal personality, such body may nominate a person to act as its member and generally exercise the rights of membership on its behalf. If a person nominated by such a body ("Sponsoring Body") is admitted to membership by the Directors the Sponsoring Body may from time to time revoke such nomination and nominate another representative in his or her place. Upon receipt by the Directors of any such revocation, such person shall cease to be a member of the Company or act or be entitled or recognised as the representative of that Sponsoring Body and any person nominated in his or her place shall be and will become a Member of the Company and the representative of that Sponsoring Body.
- 3 6 Upon admission to membership, the Directors shall issue each new member with a membership certificate, which shall designate which Region the Member is based in.
- 3 7 A member shall cease to be a member of the Company in any of the following circumstances:
- 3 7 1 If by giving at least seven clear days notice in writing lodged at the office the member resigns from membership, or
 - 3 7 2 Membership of the Company shall cease forthwith in respect of a Member if a majority of the members resolve that it is in the best interests of the Company that such membership shall be terminated and they shall not be obliged to assign their reasons for such resolution.
 - 3 7 3 If, being a corporation, it goes into liquidation, or
 - 3 7 4 If, being a duly nominated representative of a Sponsoring Body, his or her nomination is terminated by a duly lodged revocation in accordance with Article 3 5.
- 3 8 The rights of a Member shall be personal and membership shall not be transferable.

4 GENERAL MEETINGS

The Directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act.

5 NOTICE OF GENERAL MEETINGS

- 5 1 General meetings shall be called by at least twenty eight clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety per cent of the total voting rights at the meeting of all the Members.

The notice shall specify the time and place of the meeting and in the case of special business only the general nature of the business to be transacted.

The notice shall be given to all the Members and to the Directors and auditors.

- 5.2 The accidental omission to give notice of a meeting to, or the non receipt of a notice of a meeting by, any person entitled to receive such notice shall not invalidate the proceedings at that meeting
- 5.3 For the purposes of this Article 5 a notice of meeting must be given in accordance with the Act, that is in hard copy form, electronic form or by means of a website
- 5.4 If notice of meeting is sent in electronic form the Company must have complied with all applicable regulatory requirements and the person entitled to receive such notice must have agreed that the notice can be sent to him in that way and not revoke that agreement. The notice must be sent to the address specified by the person entitled to receive such notice
- 5.5 Provided that the Company has complied with all applicable regulatory requirements the Company may send or supply a notice of meeting by making it available on a website and where the Company intends to make that notice of meeting available on a website, the Company must
- 5.5.1 notify persons entitled to receive such notice that the notice of meeting has been published on the website, such notification to state that it concerns a notice of meeting, to specify the place, date and time of the meeting and whether the meeting will be an annual general meeting, and
- 5.5.2 the notice must be available on the website throughout the period beginning with the date of notification and ending with the conclusion of the meeting
- 6 PROCEEDINGS AT GENERAL MEETINGS**
- 6.1 No business shall be transacted at any general meeting unless a quorum is present
- 6.2 A quorum shall be twenty members entitled to vote upon the business to be conducted at the meeting, or one tenth of the total membership at the time, whichever is greater, but in addition a meeting shall not be quorate unless two members from each Region are present
- 6.3 If such a quorum is not present within thirty minutes from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or such other day and such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within thirty minutes from the time appointed therefor the members present shall be a quorum
- 6.4 The President, if any, of the Board of Directors or in his absence some other Director nominated by the Directors shall preside as Chairman of the meeting but if neither the President nor such other Director (if any) be present within ten minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be Chairman and, if there is only one Director present and willing to act, he shall be Chairman
- 6.5 If no Director is willing to act as Chairman, or if no Director is present within ten minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman

- 6 6 The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn business from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 6 7 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded
- 6 7 1 by the Chairman, or
- 6 7 2 by at least two Members having the right to vote at the meeting, or
- 6 7 3 by a Member or Members representing not less than one tenth of the total voting rights of all the Members having the right to vote at the meeting,
- and a demand by a person as proxy for a Member shall be the same as a demand by the Member
- 6 8 Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 6 9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 6 10 A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 6 11 A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If the poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 6 12 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

7 VOTES OF MEMBERS

- 7.1 On a show of hands every member who is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself a member entitled to vote, shall have one vote and on a poll every member present in person by a duly authorised representative or by proxy shall have one vote
- 7.2 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by the court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable
- 7.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive
- 7.4 The appointment of a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

"GLOBAL NETWORK OF SEX WORK PROJECTS LIMITED

I/We, _____ of _____ a member/members of the above named Company, hereby appoint _____, or failing him, _____ as my/our proxy to vote in my/our name(s) and my/our behalf at the general meeting of the Company to be held on _____, and at any adjournment thereof

Signed on _____ 20[]"

- 7.5 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

"GLOBAL NETWORK OF SEX WORK PROJECTS LIMITED

I/We, _____ of _____ a member/members of the above named Company, hereby appoint _____ or failing him, _____ as my/our proxy to vote in my/our name(s) and my/our behalf at the general meeting of the Company to be held on _____, and at any adjournment thereof

This form is to be used in respect of the resolutions mentioned below as follows

Resolution No 1 * for * against

Resolution No 2 * for * against

* Strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting

Signed on 20{ }"

7 6 The appointment of a proxy and any authority under which such appointment is made or a copy of such authority certified notariaily or in some other way approved by the Directors may

7 6 1 in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

7 6 2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications

7 6 2 1 in the notice convening the meeting, or

7 6 2 2 in any instrument of proxy set out by the Company in relation to the meeting, or

7 6 2 3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote, or

7 6 3 in the case of a poll taken more than 48 hours after it was demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or

7 6 4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman [or the secretary] or to any Director,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid

In this regulation and the next "address", in relation to electronic communications, includes any number or address used for the purposes of such communications

7 7 A vote given or poll demanded by proxy or by the duly authorised representative of a firm or corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the

instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

8 PRESIDENT

The Company may by ordinary resolution appoint a President, who shall by virtue of such appointment become a Director of the Company. The basis of appointment of the President shall be determined by the Members, acting on the advice of the Directors. Appointment shall be for a two year term, but such person shall be eligible for appointment for further terms and the Directors may terminate such appointment or accept such a person's resignation.

9 DIRECTORS

The first directors shall be those persons named in the statement delivered pursuant to the Act, who shall be deemed to be appointed under these Articles. The first directors shall hold office until the first appointment of further directors pursuant to Article 12 and shall resign upon such appointments taking effect.

10 POWERS OF DIRECTORS

10 1 Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the company shall be managed by the Directors who may exercise all the powers of the company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

10 2 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

11 DELEGATION OF DIRECTORS' POWERS

11 1 The Directors may delegate any of their powers to any individual Director or to any committee consisting of two or more Directors. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of Directors so far as they are capable of applying. The quorum of a committee with two members shall, unless otherwise specified by the Directors, be two.

11 2 Without prejudice to Article 11 1, the Directors may delegate any of their powers to an Executive Committee of eight Directors, one of which shall be the President. The Directors may elect a Vice President, Treasurer and Secretary from the Directors serving on the Executive Committee and shall document the powers and responsibilities of the Executive Committee and the individual members by way of

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board regulations Directors serving on the Executive Committee shall serve for a period of two years

12 APPOINTMENT AND RETIREMENT OF DIRECTORS

12 1 Unless otherwise directed by ordinary resolution of the Members, the number of Directors shall be eleven, made up as follows

12 1 1 The President, who shall be an ex officio director for so long as he remains in office, and

12 1 2 A maximum of ten directors nominated by the members of the Regions pursuant to Article 12 2,

12 2 Regional Members shall be entitled to nominate persons as directors as follows

12 2 1 Two persons nominated by the members from Region A,

12 2 2 Two persons nominated by the members from Region B,

12 2 3 Two persons nominated by the members from Region C,

12 2 4 Two persons nominated by the members from Region D,

12 2 5 Two persons nominated by the members from Region E,

12 3 The nominees shall hold office for a term of two years or until disqualified under Article 13, or until the nomination is withdrawn (if earlier), but in the case of the first nominees following incorporation, such nominees shall hold office for a term not exceeding two years, the exact duration being determined by the Directors On expiry or earlier termination of the nominee's term of office, the Regional Members from the relevant Region shall be entitled to nominate a replacement, who shall hold office as a director for an equivalent term A retiring nominee shall be eligible for re-appointment by the members from the relevant Region, and may serve for a maximum of four consecutive terms of office before leaving office (but may be reappointed for further terms in the future)

12 4 In addition, Regional Members from each Region shall be entitled to nominate a further two persons to attend board meetings and participate in board discussions Such persons shall not be Directors and shall not be entitled to vote

12 5 The Directors may from time to time co opt up to four additional persons to attend board meetings and participate in board discussions in an advisory capacity One may be a senior employee of the Company and three may be co opted into ensure sufficient equality/diversity Such co optees shall be entitled to attend and speak at Board meetings and (if the Directors so determine) at Executive Committee meetings, but shall not be Directors and shall not be entitled to vote

13 DISQUALIFICATION AND REMOVAL OF DIRECTORS

13 1 The office of a Director shall be vacated if

13 1 1 he or she, being the President, ceases to be the President, or

- 13 1 2 he or she, being a Director nominated by Regional Members, has his or her nomination withdrawn, or
- 13 1 3 he or she ceases to be a Director by virtue of any provision of the Act or he or she becomes prohibited by law from being a Director, or
- 13 1 4 he or she becomes bankrupt or makes any arrangement or composition with the creditors thereof generally, or
- 13 1 5 he or she is, or may be, suffering from mental disorder and either
 - 13 1 5 1 he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Care and Treatment) (Scotland) Act 2003, or
 - 13 1 5 2 an order is made by a court or mental health tribunal having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or
- 13 1 6 he or she resigns office by notice to the Company, or
- 13 1 7 he or she is convicted of an offence which is likely to bring the Company into disrepute, or
- 13 1 8 he or she shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period or in the opinion of the Directors (acting reasonably) acts in a disruptive manner or acts against the interests and objects of the Company and the Directors resolve that his or her office be vacated, or
- 13 1 9 his or her appointment is by virtue of his being an employee and he or she ceases to be such an employee,
- 13 2 The Company may by ordinary resolution of which special notice has been given in accordance with Section 312 of the Companies Act 2006 remove any director from office notwithstanding anything in these Articles or any agreement between the Company and such Director

14 DIRECTORS' EXPENSES

The Directors may be paid at the discretion of the Board of Directors, all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties

15 DIRECTORS' APPOINTMENTS AND INTERESTS

15 1 Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office

15 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested provided that no Director who has a contract of service or any other type of contract with the Company shall be entitled to vote in any matter relating to such contract or to vote on his appointment, or

15 1 2 may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and

15 1 3 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit

15 2 For the purposes of Article 16 2

15 2 1 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified, and

15 2 2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

16 PROCEEDINGS OF DIRECTORS

16 1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.

16 2 The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be four.

16 3 A meeting of the Directors or any committee thereof may be for all purposes deemed to be held when Directors are in simultaneous communication with each other by telephone or by any means of electronic communication (provided that throughout the meeting all persons participating in the meeting are able to communicate interactively and simultaneously), if all the Directors of the Company (or the relevant committee) agree to treat the meeting as so held and the number of Directors participating in

such communication constitutes the quorum of Directors which would otherwise be required by these Articles to be present at the meeting

- 16.4 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting
- 16.5 The President shall act as the Chairman of the Board of Directors. Unless he is unwilling to do so, the President so appointed shall preside at every meeting of Directors at which he is present. But if there is no President, or if the President is unwilling to preside or is not present within five minutes after the time appointed for the meeting the Directors present may appoint one of their number to be Chairman of the meeting
- 16.6 All acts bona fide done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote
- 16.7 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors, but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director it need not be signed by the alternate director in that capacity
- 16.8 A Director, who has complied with the duty of disclosure contained in Article 15.2 and required by the Act, may vote at any meeting of the Directors or of any committee of the Directors on any resolution, notwithstanding that it in any way concerns, relates to or touches upon a matter in which he has, directly or indirectly, any kind of interest whatsoever (provided that no Director shall participate in discussions on or vote on any matter concerning remuneration or any benefit received by him personally), and if he shall vote on any such resolution as aforesaid his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting
- 16.9 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive. If such a question arises in relation to the Chairman of such a meeting the question may be decided by a majority of Directors present, the presence of the Chairman not being counted in any such decision

17 SECRETARY

Subject to the provisions of the Act, a Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them

18 **MINUTES**

The Directors shall cause minutes to be made in books kept for the purpose

- 18 1 of all appointments of officers made by the Directors, and
- 18 2 of all proceedings at meetings of the Company, and of the Directors and of committees of Directors, including the names of the Directors present at each such meeting

19 **NOTICES**

- 19 1 Any notice or document to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the directors) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this article, "address" in relation to electronic communications, includes any number or address used for the purpose of such communications
- 19 2 The Company may give any notice or document to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Company by the Member
- 19 3 A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and where requisite, of the purposes for which it was called
- 19 4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted

20 **DISSOLUTION**

Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in the Articles

21 **INDEMNITY**

Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution or discharge of the duties of his office or otherwise in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and no Director or other officer or auditor of the Company shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company

Names and Address of Subscriber



Signature

Ruth Gillian Morgan Thomas

Full Name

On behalf of

SCOT PEP

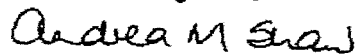
Organisation

70 Newhaven Road
Edinburgh
EH6 5QG
Scotland UK

Address

Date 18 August 2008

Witness to the above signature



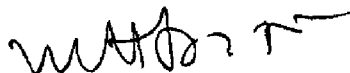
Signature

Andrea Margaret Shaw

Full Name

14 Gillespie Crescent
Edinburgh
EH10 4HT
Scotland UK

Address

Names and Address of Subscriber


Signature

Melissa Ditmore

Full Name

On behalf of

PONY

Organisation

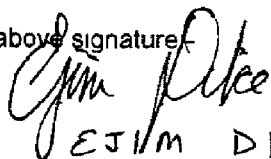
Sex Worker Project
 Urban Justice Centre
 123 William Street, 16th floor
 New York, NY 10038
 USA

Address

Date

20 Aug 08

Witness to the above signature



Signature

JIM DIKE

Full Name

123 William Street

Address

16th Floor

New York, NY 10038

Names and Address of Subscriber


Signature

Irene Ojiugo Patrick

Full Name

On behalf of

Nigerian Network of Sex Work Projects

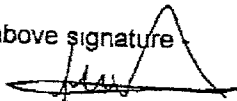
Organisation

Ground floor, CSO House
 No 4 Jaba Close, Area 11
 Garki, Abuja
 Nigeria

Address

Date 01-09-2008

Witness to the above signature



Signature

DR IKENNA GRANT O.

Full Name

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Address

OFF LADOKE AKINTOLA BLVD.

GARKI II, ABUJA

NIGERIA

Names and Address of Subscriber



Signature

Otilia Silva Leite

Full Name

On behalf of

Davida

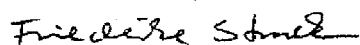
Organisation

R Santo Amaro, 129
Rio de Janeiro
Brazil
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Address

Date 20 AGOSTO 2008

Witness to the above signature



Signature

FRIEDERIKE STRACK

Full Name

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Address

RIO DE JANEIRO - RJ

CEP 22261 - 010

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Names and Address of Subscriber

Meena Saraswathi Seshu Signature

Meena Saraswathi Seshu

Full Name

On behalf of

APNSW

Organisation

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Date

21/08/08

Witness to the above signature

Sutapa Majumdar

Signature

SUTAPA MAJUMDAR

Full Name

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MAHARASHTRA, INDIA