

1. MEMBERSHIP GUIDE/ TERMS AND CONDITIONS AS CAPTURED IN NiRA CONSTITUTION

1.1 Admission to Membership

- a.** Membership is held by any Legal Person provided that:
 - I. in the case of natural persons, such natural person is above eighteen (18) years of age and;
 - II. in the case of artificial persons, such artificial person has legal personality conferred upon it by the laws of the jurisdiction it was incorporated.
- b.** Each person may only hold one (1) membership in NiRA;
- c.** Membership of NiRA shall be limited to Registrants who shall become Members at the time of registering a domain name under the .ng domain.

However, Registrants shall have the right to refuse or rescind membership at any time; provided that a former Member who has refused or rescinded its membership may be reinstated as a Member at any time by giving written notice to NiRA.

1.2 Application for Membership

- a.** An application for membership must be lodged with NiRA in the form and at the place approved by the Executive Board of Directors from time to time.
- b.** Application into admission of NiRA is to be verified within Seven (7) working days of submission and consequently, the Secretary of the Executive Board of Directors is to enter Successful Applicants name in the Register of members within another Seven (7) working days of verification.

2. REGISTER OF MEMBERS

The Secretary shall keep the Register and shall enter in it the full names, addresses, and email addresses of Members, the date upon which Members became Members and the date upon which any Member ceased to be a Member.

The Register must not be used for any other purpose and is to be open for inspection by Members.

3. OBLIGATIONS OF MEMBERS

3.1 Membership not Transferable

Membership of NiRA is personal and is not transferable whether by operation of law or otherwise. All rights and privileges of membership of NiRA cease on termination of membership.

3.2 Prohibition on Voting Agreements

A Member must not enter into or give effect to any contract, arrangement or understanding under which the Member (or any associate of the Member) has or will receive any material benefit in consideration for voting in a particular way (including not voting) on any matter before a general meeting including any election.

4. MEMBERSHIP FEES

4.1 Annual Membership Fees

a. Unless exempted by the Board, each Member is obliged to pay an annual membership fee, payable in full each year on a date determined by the Board from time to time. Payment shall be made within one month of the due date (or such other date as the Board may determine from time to time) without prejudice to any rights of the Member.

b. The Board may from time to time determine the annual membership fees payable in respect of each Class of Membership.

4.2 Membership Fees payable on Application for Membership

a. An applicant for membership is obliged to pay the applicable annual membership fee at the time of application and any entrance fee determined by the Board from time to time.

b. All fees are non-refundable.

4.3 Unpaid Membership Fees

A member shall cease to be entitled to any of the rights or privileges of membership if:

a. the annual membership fee or entrance fee, where applicable, of that member remains unpaid for Six (6) months after it becomes payable and;

b. a notice of default is given to the Member;

c. but, subject to clause 7.2, those rights and privileges shall be reinstated on payment of all arrears.

5. TERMINATION AND CESSATION OF MEMBERSHIP

5.1 Membership of NiRA ceases if the Member;

a. resigns by submitting notice to the Executive Board of Directors

b. being a natural person, dies, becomes bankrupt, makes a composition with or assigns the Member's estate for the benefit of the Member's creditors;

c. Being an organization, becomes insolvent, has a receiver, receiver and manager, administrator or liquidator appointed, or is wound up (except for the purposes of reconstruction or amalgamation) d. ceases to satisfy the criteria for admission to membership of NiRA.

5.2 Termination of Membership for Non-Payment of Membership Fees

The AGM upon recommendation from the Board may at any time terminate the membership of a Member for non-payment of membership fees if:

- a. the membership fees payable by the Member have remained unpaid for a period of not less than six (6) months after the due date for payment ;
- b. after the end of that six (6) month period, a notice of default has been given to the Member by the Secretary; and
- c. the membership fees payable by the Member remain in arrears for a period of one (1) month after the date of service of the notice of default upon the Member in relation to those outstanding fees.

5.3 Expulsion of Members for Conduct Detrimental to Objects

NiRA in a general meeting may by special resolution terminate the membership of a Member if:

- a. the AGM upon recommendation from the Board resolves that in the opinion of the Board the Member may have been guilty of conduct detrimental to the interests of NiRA or to the objects of NiRA; and
- b. the notice of meeting specifies the purpose of the meeting and the general nature of conduct referred to in the Board resolution; and
- c. the Member is given the opportunity to be heard at that part of the general meeting at which the board recommendation is considered.

5.4 Removal from the Register

Upon the termination of membership of a Member for any reason the name of the Member must be immediately removed from the Register by the Secretary.

5.5 Continuing Obligations

The termination of membership for any reason does not in any way prejudice, lessen or otherwise affect the liabilities and obligations of a Member (whether they arise under this Constitution or otherwise) existing at the date of termination or which arise or crystallizes after that date out of, or by reason of, facts or circumstances occurring or in existence at or before that date.

5.6 Limitations to Termination

Without limiting the previous clause, termination of membership does not relieve a Member from any obligation to pay any membership fees payable on or before the date of termination and does not entitle the Member to any refund of any entrance or membership fees in part or in whole.

6. ELECTION

6.1 Procedure for Nomination

Nominations for the positions of Trustees, Officers and Board Members shall open eight (8) weeks prior to the AGM and close twenty-one (21) days prior to the AGM. Each nomination must be proposed by a financial member of the NiRA and agreed to by the nominee, who must also be a financial Member of NiRA. No member may propose their own nomination.

6.2 Limitation to Nomination

Nominations for elected positions will not be permitted from the floor of the AGM unless there is a shortfall of nominations for a position.

6.3 Voting Right

At every General Meeting each individual Member shall have one vote, except that the person chairing the General Meeting shall have a deliberative vote as well as a casting vote.

6.4 Procedure of Voting

Voting at Annual or Special General Meetings of NiRA shall be by a show of hands or ballot at the discretion of the person chairing the meeting. At duly authorized meetings voting may take place via the Internet by the use of a secure means of identification. Voting by proxy shall be allowed at General Meetings only.

6.5 Casting Vote

In the event of an equality of votes for or against a motion or amendment at a General Meeting, the person chairing the meeting shall exercise a casting vote.

6.6 Proxies

- a. The instrument appointing a proxy may be in writing signed by the appointing member or by that member's agent duly authorised in writing.

Proxies may also be accepted in electronic forms as decided by the

Executive Board of Executives or the Board of Trustees, provided that any such electronic forms must have been specified in the notice of meeting sent to Member(s).

b. The instrument appointing a proxy and the authority, if any, under which it is signed, must reach the Secretary not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote.

c. The instrument appointing a proxy must state explicitly the scope of voting power being transferred to the person acting as proxy, i.e. the instrument shall state the issues for which it is valid and whether full, partial or no discretion is assigned to the person acting as proxy. Any instrument which does not include a full and clear statement of intent shall be invalid. The instrument appointing a proxy shall confer authority to demand or join in demanding a ballot.

d. Proxies may be accepted by post, hand delivery, courier or by other electronic means recognized by NiRA.