

MBR

MALTA
BUSINESS
REGISTRY

Extract from the Registered Documents

of

Redaction

Registration No. ***Redaction***

Registered on the 12th day of JUNE 2023



Company No. ***Redaction***

MALTA BUSINESS REGISTRY

REGISTRY OF COMPANIES

MALTA

I certify that the following and attached is a true copy of a document/s filed and registered in terms of the provisions of the Companies Act, 1995.

Karl Carabott.
KARL CARABOTT

.....
f/Registrar

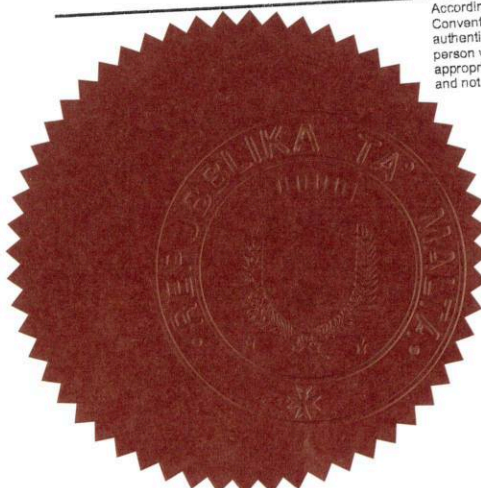
This14th..... day ofAugust..... 2025...

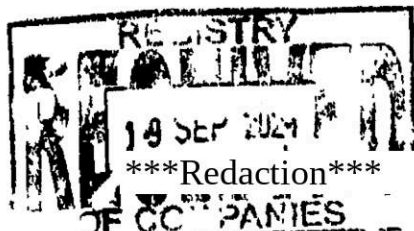


Apostille Certificate
Convention de La Haye du 5 octobre 1961

1. Country: **Malta**
This public document
2. has been signed by: **Karl Carabott**
3. acting in the capacity of: **Desk Officer**
4. bears the seal / stamp of: **Malta Business Registry**
Certified
5. at **Office of the Deputy Prime Minister and Ministry for Foreign Affairs and Tourism, Valletta**
6. the **19 AUG 2025**
7. by **Karen Montebello - Legalisation Officer**
8. No: *****Redaction*****
9. Seal / Stamp
10. Signature

According to the rules enshrined in The Hague Convention, the Apostille / Legalisation only certifies the authenticity of the signature and the capacity of the person who has signed the public document and where appropriate, the authenticity of the seal or stamp it bears and not the content of the document.





AS

Redaction

EXTRACT OF THE SHAREHOLDER'S RESOLUTION IN WRITING SIGNED BY ALL THE SHAREHOLDERS OF THE COMPANY PURSUANT TO ARTICLE 210 OF THE COMPANIES' ACT

It was unanimously resolved to change the Memorandum and Articles of the company thus replacing the previous one in its entirety due to change in Company's Registered Address and change in Director, Legal and Judicial Representative.

A new copy of the company's Memorandum and Articles is hereby being submitted for the approval and registration by the Registrar of Companies.

Redaction

Director

UAE Passport No: ***Redaction***

Dated 1st September 2024

COMPANIES ACT, 1995



LIMITED LIABILITY COMPANY

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

Redaction



MEMORANDUM OF ASSOCIATION

OF

Redaction

1. NAME

The name of the Company is ***Redaction***

2. PRIVATE COMPANY

The Company is formed and registered as a private limited liability company.

3. REGISTERED OFFICE AND EMAIL ADDRESS

The registered office of the Company shall be situated at ***Redaction***
Redaction or at such other address as may be determined by the Board of
Directors of the Company

The email address of the Company shall be ***Redaction***

4. OBJECTS

The main object of the Company is:

- (a) To provide bespoke software development ,

Other objects shall be the following -

- (b) To develop, maintain, support, market and hold Intellectual Property rights on software developed by the company and testing and support services and any other software related to the software developed by the company;
- (c) To sell one-off recurring licenses for software products developed by the company,
- (d) To own, manage, by, sell and administer property of any kind whether belonging to the company or not as required by the Company to be able to carry out the activities listed under objects a), b) and c) of this clause,
- (e) To hold shares and/or equity in other companies,



- (f) To borrow, raise or secure the payment of money for the purpose of or in connection with the Company's business, by any means including without limitation, the issue of debentures, debentures stock (perpetual or terminable), bonds, mortgages or any other securities founded or based upon all or any of the moveable or immovable property of the Company including its uncalled capital or without any such security and upon such terms as to priority or otherwise as the company may think fit,
- (g) To lend or advance money, with or without security, as may be required in connection with the Company's business as required by the Company to be able to carry out the activities listed under objects a), b) and c) of this clause;
- (h) To receive and grant royalties, licenses or similar property and to enter into agreements for this purpose as required by the Company to be able to carry out the activities listed under objects a), b) and c) of this clause,
- (i) To enter into partnership, joint venture or into any arrangement for sharing profits, union of interests, reciprocal concession, or co-operation with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which the company is authorized to carry on or engage in, and which is capable of being conducted so as directly or indirectly to benefit the company, and to take or otherwise acquire and hold shares or stock in or securities in any such company, and hold shares or stock in or securities in any such company, and to subsidise or otherwise assist any such person or company. Provided that the Company shall enter into such arrangements or agreements only to be able to carry out the activities listed under objects a), b) and c) of this clause,
- (j) To draw, make, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments as required by the Company to be able to carry out the activities listed under objects a), b) and c) of this clause;
- (k) To remunerate any person, firm or company rendering services to this Company, whether by cash payment or by the allotment to him as paid in full or in part or otherwise.
- (l) To do all such acts or things as are incidental or conducive to the attainment of the above objects or any of them.

Nothing in the foregoing shall be construed as empowering or enabling the company to carry out any activity or service which requires a notification, licence or other authorization under any law in force in Malta without such notification, licence or other appropriate authorization from the relevant competent authority and the provisions of Article 77 (3) of the Companies Act shall apply

5. AUTHORISED SHARE CAPITAL

5.1 Authorised

The authorised share capital of the Company shall be of €1,200 (*one thousand two hundred Euro*) divided into 1,200 (*one thousand two hundred*) Ordinary shares of €1 (*one Euro*) each



6. ISSUED SHARE CAPITAL

6.1 Issued

The issued share capital shall be of €1,200 (*one thousand two hundred Euro*) divided into 1,200 (*one thousand two hundred*) Ordinary shares of €1 (*one Euro*) each. Each issued share shall be fully (100%) paid up by the undernoted

NAME AND ADDRESS OF SUBSCRIBER	NUMBER OF ORDINARY SHARES BY EACH SUBSCRIBER
Redaction ***Redaction*** ***Redaction*** ***Redaction*** ***Redaction*** ***Redaction*** ***Redaction*** ***Redaction***	1,200
Total	1,200

- 6.2 Without prejudice to the provisions of the Act and of the Articles relating to the rights of holders of special classes of shares and to changes or variation thereof, the shares in issue as well as in any increased capital may be divided into several classes as the Company may from time to time determine by extraordinary resolution.
- 6.3 A general meeting of the Company may authorise by ordinary resolution of the shareholders, or of the several classes of shareholders if there is more than one class of shares whose rights are affected by that resolution or authorisation, the board of directors to issue shares up to the maximum authorised share capital of the Company. Such authorisation shall be for a maximum period of five years, renewable for further periods of five years each.



7. DIRECTORS

The Company's affairs shall be entrusted to a Board of Directors which shall consist of not less than one (1) and not more than five (5) Directors.

The Director of the Company is

Redaction

Redaction

Redaction

Abu Dhabi,
Dubai
UAE

UAE Passport No: ***Redaction***

8. COMPANY SECRETARY

Redaction holder of Maltese ID card no. ***Redaction*** of ***Redaction***

Malta shall be the company secretary until such time as he either resigns or is removed from office by the company in general meeting.

9. PRIVATE COMPANY

The company is registered as a private company as defined in the Companies Act 1995. The liability of the members shall be limited to the amount unpaid, if any, on the share capital issued in their name.

10. DURATION

The duration of the company shall be indefinite unless otherwise resolved by the company in general meeting

11. REPRESENTATION

- 11.1 Deeds of whatsoever nature engaging the Company and all other documents purporting to bind the Company, including bank documents, cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed by any one director
- 11.2 Any Director may represent the Company in judicial proceedings provided that no proceedings may be instituted by the Company without the Board's authority



Redaction

O.B.O ***Redaction***

Shareholder

UAE Passport No: ***Redaction***



ARTICLES OF ASSOCIATION

OF

Redaction

1. PRELIMINARY

- 1.1 The regulations contained in Part I of the First Schedule to the Companies Act 1995 (hereinafter called the "First Schedule") shall apply to this company except as they are excluded or varied hereby

2. PRIVATE COMPANY

- 2.1 The Company is a private exempt limited liability company and thus
- a the right to transfer shares is restricted in the manner hereinafter prescribed;
 - b the number of members of the Company is limited to fifty,
 - c. any invitation to the public to subscribe for shares or debentures of the Company is prohibited,
 - d. the number of persons holding debentures of the Company is limited to fifty;
 - e. no body corporate is a director of the company and neither the company nor any of its directors is party to an arrangement whereby the policy of the company is capable of being determined by persons other than the directors, members or debenture holders thereof

3. SHARE CAPITAL

- 3.1 Unless otherwise provided for in these articles in the terms of issue, each share in the company shall give the right to one (1) vote
- 3.2 The shares in the original or any increased capital may be divided into several classes and any preferential, deferred or other special right, privilege, condition or restriction, whether with respect to dividends, voting rights or otherwise, may be attached hereto, as the Company may determine in a general meeting by an extraordinary resolution
- 3.3 The Company may, by an extraordinary resolution, subject to approval of a simple majority of the holders of the issued shares of that class and of any other class affected, authorise the change of any shares in the Company from one class of shares to another, or the variation of the rights attached to any class of shares in the Company, or the removal of the division or divisions of the shares into classes
- 3.4 Any issue of shares in the company shall be allotted by an Extraordinary Resolution passed by the members of the company. The new shares shall first be offered to the existing shareholders *pro-rata* to the number of shares held by them
- 3.5 A member whose holding does not exceed at least two (2) shares, shall not have any entitlement to a dividend



- 3 6 The word "ordinary" in regulation 1 of Part 1 of the First Schedule shall be substituted by the word "extraordinary"
- 3 7 The Company shall be entitled at its discretion to recognise any nominee relationship or trust in respect of any security issued by its subject to such conditions as the Company may deem fit to impose in the particular circumstances.
- 3.8 Nothing shall prevent the company from acquiring its own shares, provided that shares so acquired by the company shall not carry any voting rights
- 3 9 Regulations 6 to 11 of Part 1 of the First Schedule do not apply

4. PLEDGING OF SHARES

- 4 1 The securities of the company, including shares, debentures or any other similar instrument issued by the Company, may be pledged by their holder in favour of any person as security for any obligation
- 4 2 Subject to the provisions of subsection 10 of Section 122 of the Act, any restriction resulting from these Articles shall not apply to any transfers made by the pledgee in terms of subsection (6) of Section 122 of the Act or resulting from any judicial sale

5. TRANSFER AND TRANSMISSION OF SHARES

- 5 1 The right to transfer the shares in the company is restricted in the manner and to the extent prescribed in these Articles of Association, provided that in no case may a part of a share form the object of a transfer
- 5 2 A share may only be transferred by a member of the company provided that the undermentioned procedure is followed -
- a Any member who intends to transfer any shares (herein called the proposing transferor) shall give notice in writing (herein called the transfer notice) to the company that he desires to transfer the same, indicating therein the identity of the proposed transferee. The transfer notice shall constitute the company his agent for the sale of the shares and shall not be revocable except with the sanction of the board of directors
 - b. The shares specified in the transfer notice shall be offered by the board of directors at their "fair value" to all the other members of the company who shall be invited to state in writing, within thirty days from the date of the offer, whether they are willing to purchase any, and if the affirmative, what maximum number of shares. At the expiration of the said thirty days, the board of directors shall allocate the said shares to, or amongst the member or members who shall have expressed a willingness to purchase as aforesaid, and if more than one, so far as may be in proportion to the number of shares then held by each of them respectively. Provided that no member of the company shall be obliged to take more than the maximum number of shares so notified by him as aforesaid
 - c (i) for the purposes of this article, "fair value" shall be the value assessed by the auditors of the company



(11) In order to assess the "fair value", the auditors shall consider the latest audited accounts provided these are not more than eighteen months old, and all other material and relevant developments which may have a bearing on the financial situation of the company

- d. In the event that not all the shares in the transfer are taken up by the existing members of the company, the proposing transferor may within three (3) months of being notified of this, transfer the said shares to third parties at a price not less than their value above defined, unless all the other shareholders agree otherwise.

5.3 The procedures and restrictions defined in article 13 above shall not apply and the shares in question may be freely transferred in the following two cases

- a. where a member intends to transfer shares in the Company to his/her spouse or descendants and,
- b. where the proposed transfer of shares is approved in writing by all the other members

5.4 The procedures and restrictions defined in article 13 above shall also apply *mutatis mutandis* in the case of transmission of shares *causa mortis*, except in the following two cases

- a where shares are being transmitted to the spouse or descendants of the deceased member,
- b where the transmission is approved in writing by all the other members.

5.5 Regulations 14 to 25 of Part I of the First Schedule shall not apply.

6. GENERAL MEETINGS

6.1 Every registered member of the company and the auditors for the time being of the company shall be entitled to receive notice of a General Meeting of the company and to attend at such a meeting.

6.2 At any General Meeting, the members of the Company shall have the power to appoint or remove from office any Director of the company

6.3 No business shall be transacted at any General Meeting of the company unless a quorum is present at the time when the meeting proceeds to business. For all purposes the Quorum shall consist of one or more members present in person or by proxy, holding in aggregate more than fifty-one per cent (51%) of the shares having voting rights in the company Regulation 36 of the Part I of the First Schedule shall not apply to the company

6.4 All voting rights at all General Meetings may be exercised either personally or by proxy and the proxy need to be a registered member of the company

6.5 The instrument appointing a proxy and the power of attorney or other authority, of any, under which it is signed or a notarial certified copy of that power or authority shall be deposited at the registered office of the company or at such other place in Malta as is specified for that purpose in the notice convening the meeting, before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote, or, in the case of poll, before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid



- 6.6 An ordinary resolution of the company in general meeting shall be deemed to have been validly adopted if consented to by a member or members holding in aggregate more than fifty-one per cent (51%) of the issued shares having voting rights. An extraordinary resolution of the company shall be deemed to have been validly adopted if consented to by a member or members holding in aggregate more than fifty-one per cent (51%) of the issued shares having voting rights.
- 6.7 A poll may be demanded at any General Meeting by the Chairman or by any Member present in person or by proxy and entitled to vote. Regulation 41 of Part I of the First Schedule shall be modified accordingly.
- 6.8 Subject to the provisions of Section 210 of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a general meeting of the company duly convened and held.
- 6.9 Regulations 41, 45 & 48 of Part I of the First Schedule are varied as provided for above and Regulations 43 and 44 shall not apply.
- 7. DIRECTORS**
- 7.1 The Board of Directors shall have the power to transact all business of whatsoever nature not expressly reserved by the Memorandum and Articles of Association of the company or by any provisions in any law for the time being in force to be exercised by the company in General Meeting.
- 7.2 At least three days' notice shall be given for a Board Meeting to be held, but with the unanimous consent of all Directors, such meeting may take place without such notice being given.
- 7.3 The quorum necessary for the transaction of the business at Directors' Board Meetings shall be one.
- 7.4 All decisions of the Board shall be deemed to have been validly carried if consented to by a majority of the number of directors constituting the Board. In all cases, the Chairman of the Board, if any, shall not have a casting or second vote. Regulation 62 is hereby varied accordingly.
- 7.5 The directors may hold any other places of profit under the company (other than that of the auditor) on such terms and remunerations as the directors may determine.
- 7.6 The borrowing powers of the company shall be unlimited and shall be executed by the Board of Directors.
- 7.7 A resolution in writing, signed by all the directors for the time being entitled to receive notice of a meeting of the directors, shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held. Several distinct copies, including faxed copies, received by the Company Secretary of the same resolution signed by all directors, shall be deemed to constitute one valid resolution for the purpose of this Article.
- 7.8 Any Director may appoint, in writing, any person as an alternate Director.
- 7.9 Any Director shall have the right to appoint the authorized person (proxy or Managing Director) on the basis of a resolution for the signing of daily documents, agreements, letters and forms.
- 7.10 Regulations 52, 57 to 61 both inclusive of Part I of the First Schedule shall not apply.



8. COMPANY SECRETARY

- 8.1 The company secretary shall hold office until such time as he resigns or is removed from office by the director or the shareholders

9. ACCOUNTS

- 9.1 Subject to the provisions of Article 180 of the Act, Books of Accounts shall be available to the members for inspection for a period of not less than 10 days in every calendar year on giving notice thereof by the Board of Directors

10. NOTICES

- 10.1 Any notice shall be served by ordinary post and shall be deemed to have been served on the day immediately following that on which it was posted and in providing such service it shall be sufficient to prove that the notice was properly addressed and posted. Regulations 81 and 82 of Part I of the First Schedule shall not apply to this company.

11. INDEMNITY

- 11.1 Every director, managing director, agent, auditor, officer or official of the company shall be indemnified out of company funds against costs, charges, losses, expenses including travelling expenses at home or abroad incurred in promoting the scope and objects of the company and all liability incurred by him in the executive and discharge of his duties or relations thereto

- 11.2 Regulations 79 and 83 of Part I of the First Schedule as varied as above
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Redaction

O.B.O ***Redaction***

Shareholder

UAE Passport No. ***Redaction***

