

United Arab of Emirates

FEDERAL AUTHORITY FOR
IDENTITY & CITIZENSHIP
\\SHARJAH



دولة الإمارات العربية المتحدة
الهيئة الاتحادية للهوية والجنسية / الشارقة

بطاقة منشأة

رقم : 324625/6 : Number

الاسم : غلوبيكسا انترناشونال ش م ح ذ م

Name : GLOBEXA INTERNATIONAL FZC LLC

النشاط : نشاطات الإستشارات الإدارية

Activity :

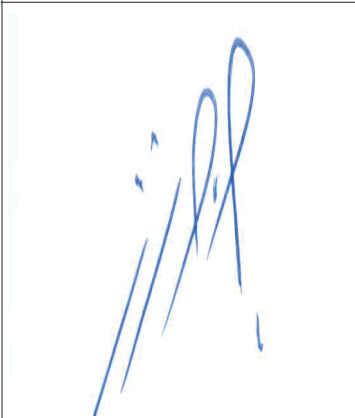
المدير التنفيذي للإقامة وشؤون
الاجانب

Executive Director of
Residence and Foreign
Affairs

الفئة :

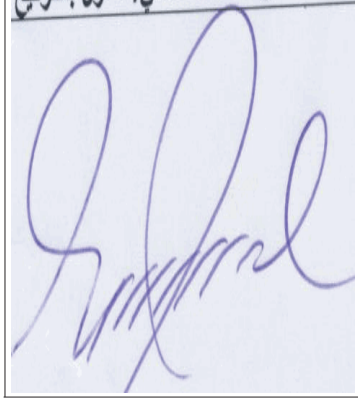
تاريخ الإصدار : 18/3/2025 : Issue date

تاريخ الانتهاء : 17/3/2027 : Expiry date

Signature / التوقيع	Adjective / الصفة	Name / الإسم	Number / الرقم
	مخول بالتوقيع	احمد ابراهيم سلطان ركاض العامري	361555
	مخول بالتوقيع	احمد محمد احمد على المحمود	521221

	مخول بالتوقيع	احمد ابراهيم سلطان ركاض العامري	361555
	مخول بالتوقيع	اسراء محمد حسن رستم روبرى	546089

382105



مخول بالتوقيع

منصور محمد حسن محمد الحساني

382105

BUSINESS LICENSE رخصة تجارية

License No.	4418297.01	رخصة تجارية
Company Name Globexa International FZC LLC		اسم الشركة غلوبيكسا إنترناشونال ش م ح ذ م م
Formation Type Free zone company		نوع التأسيس شركة منطقة حرة
Formation Number 4418297		رقم التأسيس
Company Address Business Centre, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates		عنوان الشركة مركز الأعمال، مدينة الشارقة للنشر- المنطقة الحرة، الشارقة، الإمارات العربية المتحدة
License Formation Date 17/01/2025		تاريخ تأسيس الرخصة
License Expiry Date 16/01/2027		تاريخ الانتهاء
Manager(s) Jitender Grover Prem Kumar		المدير (المديرون) جيتندر جروفر بريم كومار
Activity(s) Forensic Medicine Consultancy	Code 7020.49	النشاط (الأنشطة) استشارات الطب الشرعي

The activities cannot be practised inside UAE

Relevant Authorities' Approval Must Be Obtained Prior To Conducting Relevant Business Activities.

الحصول على موافقة السلطات المختصة إلزامي لممارسة الأعمال المرخصة.



وثيقة إلكترونية معتمدة صادرة دون توقيع من مدينة الشارقة للنشر - هيئة منطقة حرة. للتحقق من صحة هذه الوثيقة يرجى مسح رمز الاستجابة السريع أو زيارة الرابط:

Approved electronic document issued without signature by Sharjah Publishing City - Free Zone Authority. To verify this document kindly scan the QR Code or visit:

<https://portal.spcfz.ae/web/mydocuments/dc/176830890863?d=TIRrNU5UST0=>

Issued by Sharjah Publishing City - Free Zone Authority and subject to all laws, regulations, rules and policy that are issued by the authority.



صادرة عن مدينة الشارقة للنشر - هيئة منطقة حرة وتخضع لكافة القوانين والأنظمة واللوائح التي تخص الهيئة.

Any alteration or change will void this document.
03.001.01.4418297.01.01

Page 1 of 1

أي تعديل أو تغيير على هذه الوثيقة يجعلها لاغية.

COWORKING LEASE AGREEMENT

AGREEMENT DETAILS

Effective Date
13/01/2026

Company
Globexa International FZC LLC

License Number
4418297.01

Registered Address
Business Center, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates

Commencement Date
17/01/2026

Expiry Date
16/01/2027

Fees
0

1. DEFINITIONS

In this **Agreement**, the following capitalized terms shall have the meanings ascribed to them. Other capitalized terms shall have the meanings ascribed to them in the **AGREEMENT DETAILS**.

AED. means United Arab Emirate Dirhams;

Authority/City/SPCFZ means the Sharjah Publishing City Authority Free Zone Authority established in the Emirate of Sharjah pursuant to Emiri Decree No. 14 of 2013;

Competent Authority means any UAE or Emirate of Sharjah governmental, judicial or regulatory authority; Agreement means this Occupancy **Agreement** including its appendices;

Agreement means this Occupancy **Agreement** including its appendices;

Parties means collectively **SPCFZ** and **Company** and where the context requires their respective successors and assigns;

Regulations means the prevailing Sharjah Publishing City Free Zone Authority Companies and Licensing Regulations, the Sharjah Publishing City Free Zone Authority Real Estate Regulations and all other regulatory instruments promulgated by the Authority;

Representatives means all Company investors, directors, managers, employees, visitors, and/or affiliated members using the facility;

Coworking Space means the wireless internet and workspace facilities detailed and identified in AGREEMENT DETAILS and provided by SPCFZ to the Company;

UAE means the United Arab Emirates.

2. AGREEMENT

1. This **Agreement** is made between **SPCFZ** and **Company** on **Effective Date**.
2. In consideration of the **Fees**, **SPCFZ** shall provide **Coworking Space** to **Company** from **Commencement Date** till **Expiry Date**.
3. The **Company** warrants that it has read and accepted the **Agreement** and shall procure that the **Representatives** shall read and adhere to the **Agreement**.

Approved for and on behalf of **SPCFZ** by its authorized representative (registrar)

Approved for and on behalf of **Company** by its authorized representative (manager)

APPENDIX 1 TERMS AND CONDITIONS

1. Fees

- 1.1. Company shall pay to SPCFZ:
 - 1.1.1. the Fees in the manner and in the amounts as set out in the Agreement or as may be stipulated by SPCFZ from time to time; and
 - 1.1.2. any other amounts payable to SPCFZ in connection with the Coworking Space immediately upon presentation of an invoice by SPCFZ and no later than 10 days upon receipt of any such invoice, unless otherwise stipulated by SPCFZ.
- 1.2. The Fees are not refundable or transferable in the event of termination of the Agreement prior to Expiry Date.
- 1.3. Company shall pay Fees and any other amounts payable to SPCFZ in connection with the Coworking Space (a) without any setoff or deduction and free and clear of all taxes and (b) in a manner so that SPCFZ shall receive full value.

2. Late Payments

- 2.1. The Company acknowledges that if it does not pay the Fees or any other amounts due and payable to SPCFZ when due, SPCFZ will incur costs during the period such amounts remain outstanding and that SPCFZ shall be entitled to charge Company a penalty of up to AED 100 per day.

3. License

- 3.1. To access and use Coworking Space, the Company must hold and maintain a valid license. The Company agrees that it shall at all times hold a valid license and promptly notify SPCFZ upon the termination or suspension of its license.
- 3.2. The Company acknowledges that its activities in respect of the Coworking Space shall be in accordance with the activities specified in its license.

4. Use of Coworking Space

- 4.1. The Company shall be entitled to use the facility for a maximum of 4 hours per month.
- 4.2. The Company is required to pre-book usage of the Coworking Space with SPCFZ.



- 4.3. Unoccupied bookings shall be counted towards hours of usage.
- 4.4. The usage of any fraction of an hour will be considered as one hour.
- 4.5. Unused hours cannot be carried forward to other months.
- 4.6. The Company's rights to access and use the Coworking Space shall be in accordance with the type of the Coworking Space specified in the Agreement.
- 4.7. The Coworking Space may be for use in common with other users.
- 4.8. The use of the Coworking Space shall include only the wireless internet access and a Co-workstation.
- 4.8.1. The Company shall only access websites which do not breach the telecom policies, directives and laws of the UAE. SPCFZ may withhold internet access to Company and the Representatives if there is any infringement or illegal use of the wireless internet facility.
- 4.8.2. SPCFZ will not be responsible or bear any liability for any data loss, hacking, protection or security arising out of the use of the Coworking Space wireless network.
- 4.9. Only the Representatives of the company shall be permitted to access and use the Coworking Space. The Company hereby undertakes and warrants that no person other than a Representative shall be given access to use the Coworking Space without the prior written consent of SPCFZ
- 4.10. SPCFZ (in its discretion) may restrict or suspend Company's access to any of the Coworking Space (without liability or compensation) in the event of the Company's breach or non-observance of the Agreement.
- 4.11. Each location providing the Coworking Space may specify its own "house rules" which the Company shall observe. The house rules may include, without limitation, matters such as opening and service hours.
- 4.12. Each location providing the Coworking Space may provide additional services which the Company may (subject to availability) purchase (by direct payment or credits) according to the terms specified by SPCFZ.
- 4.13. SPCFZ has the right to take possession and destroy any abandoned belongings in the facility.
- 4.14. Company shall:
 - 4.14.1. only use the Coworking Space for ordinary professional office use;
 - 4.14.2. observe all health and safety rules and notices at the locations providing the Coworking Space;
 - 4.14.3. be responsible for maintaining the cleanliness of the facility; and
 - 4.14.4. ensure that all the properties and facilities therein are in good condition.
- 4.15. Company shall not:
 - 4.15.1. keep personal belongings in the facility after usage, or install any permanent fixtures in the facility;
 - 4.15.2. or litter or cause any damage to the locations providing the Coworking Space (including any furnishings and equipment);
 - 4.15.3. remove any furnishings or equipment from the locations providing the Coworking Space;
 - 4.15.4. smoke or consume alcohol within the locations providing the Coworking Space;
 - 4.15.5. use the Coworking Space or any locations providing the Coworking Space in a manner contrary to any Regulations or laws of the City, the Emirate of Sharjah and the UAE;
 - 4.15.6. use the Coworking Space for activities other than the activities specified in its license;
 - 4.15.7. use the Coworking Space for any purpose which is noisy, offensive, dangerous, illegal, immoral or a nuisance or causes damage or disturbance to SPCFZ or any other user of the Coworking Space or City;
 - 4.15.8. use the Coworking Space for retail trading, display, assembly or packaging of any product or storage of any materials (goods, samples, files, folders, personal items);
 - 4.15.9. use the Coworking Space for any public or political meeting, public exhibition or public entertainment, show or spectacle or for similar;



- 4.15.10. use the Coworking Space for residential purposes or allow any person to sleep in the locations providing Coworking Space;
- 4.15.11. display any signboards, stickers, paintings, posters, drawings or other advertising in the locations providing Coworking Space or elsewhere throughout the City (unless the subject of a specific written permission from SPCFZ or the Authority); and
- 4.15.12. bring into the locations providing the Coworking Space any (a) combustible, explosive or dangerous substances (b) animals or pets of any kind;
- 4.16. The Company shall pay to SPCFZ on demand compensation in respect of any damage or loss caused by the Company to locations providing Coworking Space (including any furnishings and equipment) and to report any such damage or loss to SPCFZ within 2 days.
- 4.17. SPCFZ may inspect any part of the locations providing Coworking Space at any time and without prior notice.
- 4.18. SPCFZ shall not be liable for the loss of any the Company's possessions that may be lost or stolen at the locations providing Coworking Space and the Company shall solely be responsible for adopting any such measures as it deems appropriate (such as obtaining insurance).
- 4.19. SPCFZ shall not be liable for any loss of data due to the use of the network or technology facilities at the Coworking Space and the Company shall solely be responsible for adopting such measures as it deems appropriate (such as backing up its data).
- 4.20. SPCFZ does not make any representations as to the security of the network or technology facilities at the Coworking Space and the Company shall solely be responsible for adopting such measures as it deems appropriate (such as encryption).

5. Renewal

- 5.1. This Agreement shall renew automatically upon the renewal of the Company's license unless the Company notifies SPCFZ in writing of such intention not to renew this Agreement one month prior to the expiry of this Agreement.
- 5.2. Any renewal of this Agreement shall be at the discretion of SPCFZ and subject to the Regulations.

6. Termination

- 6.1. Company may terminate the Agreement at any time by serving ninety (90) days' written notice on SPCFZ. All rights accrued by SPCFZ up to the termination date shall remain in full force and affect, including SPCFZ right to retain the Fees in accordance with clause 1.2.
- 6.2. SPCFZ may terminate the Agreement immediately at any time by notice in writing to Company if:
 - 6.2.1. the Company's license is terminated or not renewed;
 - 6.2.2. the Company is in breach of the Agreement or any of the Regulations or laws of the City, the Emirate of Sharjah and the UAE which, if capable of being remedied, has not been remedied within fourteen (14) days' written notice from SPCFZ;
 - 6.2.3. the Company is in breach of the Agreement or any of the Regulations or laws of the City, the Emirate of Sharjah and the UAE which in the reasonable opinion of SPCFZ is not capable of being remedied; or
 - 6.2.4. in the reasonable opinion of SPCFZ, the Company's conduct or that of its invitees is incompatible with ordinary professional office use of the Coworking Space.



7. Amendment

- 7.1. SPCFZ reserves the right to amend these Terms and Conditions and any location-specific rules from time to time (at its sole discretion).

8. Confidentiality

- 8.1. The terms of the Agreement are confidential and neither SPCFZ nor the Company shall disclose its terms without the other's consent, except to its own professional advisors (under the same obligation of confidentiality) or as may be required by law or by a Competent Authority.

9. Representation

- 9.1. This Agreement and any appendices referred to or incorporated in it constitutes the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 9.2. The Company acknowledges that in entering into this agreement, it does not rely on, and shall have no rights or remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

10. Severance

- 10.1. If any provision or part- provision of this Agreement shall is or becomes invalid, illegal or unenforceable, it shall be deemed modified in accordance with the Regulations and the laws of the City, the Emirate of Sharjah and the UAE to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

11. Deposit

- 11.1. Where the Parties have agreed that a Deposit will be paid by Company, Company shall replenish such Deposit on demand in the event that SPCFZ makes any deductions due to the acts, omissions or defaults of Company.

12. Exemption from liability

- 12.1. To the extent the law allows, SPCFZ shall not be liable to the Company for any loss, damage or inconvenience, which may be caused by reason of (a) temporary interruption of services during periods of inspection or repair (b) temporary breakdown of or defect in any services or equipment or (c) events beyond the reasonable control of SPCFZ.
- 12.2. SPCFZ shall not be responsible for the loss of the Company's belongings.
- 12.3. The Company shall bear all the harms, losses, and damages by which the facility may be affected, any person or any of the Authority's properties as a result of misuse or negligence in using the safety and security procedures and the Company shall compensate SPCFZ for the damages it was exposed to.



13. Indemnity

- 13.1. The Company indemnifies and holds harmless SPCFZ in respect of all liability, claims, damages, loss and expenses which may arise (except to the extent caused by SPCFZ gross negligence or willful misconduct) in connection with:
- 13.1.1. any death or injury to Company or its personnel;
- 13.1.2. any loss or damage to the property of Company or its personnel; and
- 13.1.3. by reason of the act, omission or default of any third party.

14. Variation and Waiver

- 14.1. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).
- 14.2. A waiver by SPCFZ of any right or remedy under this Agreement or by law is only effective if it is given in writing. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.
- 14.3. A failure or delay by SPCFZ to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15. Rights and Remedies

- 15.1. Except as expressly provided in this Agreement, the rights and remedies under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. Status of the Agreement

- 16.1. in the event of any inconsistency or contradiction between any of the provisions of this Agreement and the Regulations, the Regulations shall prevail as between the Parties.

17. Nature of the Agreement

- 17.1. The Coworking Space (including any furnishings and equipment) is and remain as SPCFZ' property and in SPCFZ' possession throughout the Agreement
- 17.2. The Agreement does not create any tenancy interest, lease or property interest in favour of Company.

18. Notices

- 18.1. A notice given to a party under or in connection with this Agreement:
- 18.1.1. shall be in writing and in English and/or Arabic;
- 18.1.2. shall be signed by or on behalf of the party giving it;
- 18.1.3. shall be:
- 18.1.3.1. delivered by hand; or
- 18.1.3.2. by e-mail; or
- 18.1.3.3. sent by airmail or by reputable international overnight courier (if the notice is to be served by post to an address outside the country from which it is sent); and
- 18.1.3.4. is deemed received as set out in clause 18.4

- 18.2. The addresses for service of notices are as detailed in Agreement Details.
- 18.3. A party may change its details for service of notices as specified in clause 18.2 by giving notice in writing to the other party. Any change notified pursuant to this clause shall take effect at 9.00 am on the later of:
- 18.3.1. the date (if any) specified in the notice as the effective date for the change; or
- 18.3.2. 5 business days after deemed receipt of the notice of change.
- 18.4. Delivery of a notice is deemed to have taken place (provided that all other requirements in this clause 18 have been satisfied):
- 18.4.1. if delivered by hand, on signature of a delivery receipt;
- 18.4.2. if delivered by e-mail, at the time the e-mail was received in the recipient's e-mail inbox;
- 18.4.3. if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt.
- 18.5. This clause 18 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. Governing law and forum

- 19.1. This Agreement shall be governed by and construed in accordance with the Regulations in force from time to time in the City and the Emirate of Sharjah and the federal laws of the United Arab Emirates so far as they apply.
- 19.2. Any dispute or differences between Parties arising out of the Agreement shall be submitted to Sharjah Courts who shall have exclusive jurisdiction.



وثيقة إلكترونية معتمدة صادرة دون توقيع من مدينة الشارقة للنشر - هيئة منطقة حرة. للتحقق من صحة هذه الوثيقة يرجى مسح رمز الاستجابة السريع أو زيارة الرابط:
Approved electronic document issued without signature by Sharjah Publishing City - Free Zone Authority. To verify this document kindly scan the QR Code or visit:
<https://portal.spcfz.ae/web/mydocuments/dc/176830878026?d=TIrRNU5UST0=>

MEMORANDUM & ARTICLES OF ASSOCIATION

Globexa International FZC LLC

Free Zone Company

With Limited Liability

(the "Company")

This Memorandum is made on this day 17/01/2025 at Sharjah Publishing City, Free Zone Authority (the "Authority"), Sharjah, United Arab Emirates, between:

1. Jitender Grover Prem Kumar national of India born on 01/01/1987 holder of Passport No. X9932876 having address at H.No. 3066/5, Jhansa Road Peer Wali Gali, Thanesar, Kurukshetra, Haryana, India herein after referred to as the("First Shareholder")
2. Anjali Vijay Pal Singh Rana national of India born on 22/02/1987 holder of Passport No. P3161288 having address at H.No. 3066/5, Jhansa Road Peer Wali Gali, Thanesar, Kurukshetra, Haryana, India herein after referred to as the("Second Shareholder")

Collectively referred to as (the "Shareholders").

Preamble

Whereas, the Shareholders desirous in establishing Free Zone Company in the Sharjah Publishing City. Shareholders agreed to the following:

ARTICLE (1)

COMPANY NAME

The name of the Company shall be:

Globexa International FZC LLC

ARTICLE (2)

HEAD OFFICE

The head office shall be located in Sharjah Publishing City and the Company may open branches elsewhere as may be permitted under the relevant laws and regulations.

ARTICLE (3)

OBJECTIVES

The objective of the Company is to carry out the activities stated on the Business License and the Company shall undertake activities that by their nature fall within its objectives or if such activities are necessary for the Company to carry out its objectives as may be approved by the Authority.

To undertake its objectives the Company may:

have interest or participate in any way with other companies or establishments practicing similar business or may assist in achieving its objectives in or out of the Free Zone and may acquire such companies and establishments.

ARTICLE (4)

THE CAPITAL

The Capital of the Company shall be Dirhams fifty thousand (AED 50,000) divided into fifty (50) shares, of Dirhams one thousand (AED 1000) each and distributed among the Shareholders as follows:

Individuals

SN	Name	Nationality	Passport Number	Number of Shares	Shareholder	Director	Manager
1	Jitender Grover Prem Kumar	India	X9932876	25	☒	☒	☒
2	Anjali Vijay Pal Singh Rana	India	P3161288	25	☒	☐	☐

ARTICLE (5)

CHANGE OF CAPITAL

The Capital of the Company may be increased or decreased by a resolution of the General Meeting, however, capital decrease resolution shall not be effective unless approved by the Authority.

ARTICLE (6)

CAPITAL SHARES

Capital Shares are indivisible, equal in rights and liabilities and the one share shall have one holder only.

ARTICLE (7)

TRANSFER OF SHARES

No Shareholder may assign, sell, alter, exchange, transfer or lein any share in the Capital to any third party without the prior written approval of the Authority.

Any Shareholder may assign his shares to another Shareholder or any third party by an official written instrument in accordance with the rules and regulations of the Authority.

If a Shareholder wishes to transfer his shares to the third party whether such a transfer was free or in consideration, then such Shareholder shall notify the remaining Shareholders with the terms of transfer in writing through the Manager who shall immediately upon receipt of such notification, notify the remaining Shareholders, each remaining Shareholder shall redeem the assigned shares at the price agreed-upon, if thirty (30) days elapse from the date of sending the notification which sent by the Manager, without any Shareholder exercising the right to redeem, then the Shareholder wishing to transfer his shares shall be free to dispose of his shares.

ARTICLE (8)

LEGAL RESERVE

A reserve of not less than 5 % of the net profits of the Company in one financial year shall be set aside as a statutory reserve. The allocation of net profits to the statutory reserve may be stopped if such reserve reached 50% the capital of the Company.

ARTICLE (9)

PROFITS & LOSSES

The net profits and losses shall be distributed amongst the Shareholders proportionate to their shareholding percentage in the Share Capital.

ARTICLE (10)

MANAGEMENT

The management of the Company shall be undertaken by a manager or board of directors: Jitender Grover Prem Kumar , India national, holder of Passport No: X9932876 is appointed as the manager of the Company (the "Manager") who shall have the following powers:

- To negotiate and execute all tenders, request and application forms, purchase and sale orders, contracts, agreements, prepare, sign and present offers and quotations.
- To do, transact, manage and carry on all and every business, matter, acts and things requisite and necessary or in any matter connected with or having reference to the business and affairs of the Company in the United Arab Emirates or abroad, including (but not limited to) carrying on the management of the company administratively and financially and to execute all administrative and financial transactions and to manage and run the commercial and financial affairs and represent the Company in liquidation and dissolution.
- To negotiate and execute all tenders, request and application forms, purchase and sale orders, contracts, agreements, acknowledgements, receipt vouchers, payment vouchers, payments and all financial or commercial or civil or whatsoever documents.

- d. To execute, transact, and lodge with the appropriate authorities, all documents from time to time required to enable the Company and any of its personnel to establish and carry on business, and to establish or contribute to the company and management of companies and commercial business, to purchase assets and for such purposes to sign all contracts, documents and papers and conduct all correspondence appertaining to such business and affair.
- e. To represent the Company with full powers before governmental and Private, judicial entities, Courts, Police, Public Prosecution, Federal and Local Electricity and Water authorities, Etisalat, Customs and Ports, Federal Department of Economic Development, Municipalities, Chamber of Commerce and Industry in the U.A.E., Civil Defence, Ministry of Economy, Ministry of Finance and Industry and all Governmental and natural and legal persons, in connection with the conduct of the Company's business, to settle any and all questions at issue, to pay duties and taxes and do any other act which may be necessary for these purposes.
- f. To rent offices, housing and other places and facilities for the business of the Company, to sign such leases and contracts as may be necessary, making deposits or offering guarantees and to do any act which may be necessary for these purposes.
- g. To receive any and all monies or property which may be due to the Company to accept promissory notes, bank and money transfers, cheques and guarantees, to collect and recover the same and to issue and deliver receipts and releases.
- h. To singly open, operate and close the Company's bank account or accounts with any of the banks, to withdraw, deposit, transfer and change accounts, to issue, sign, give, receive and endorse cheques, to apply for discounts, guarantees, documentary credits, letters of credit, negotiate and obtain credit facilities from the banks and other financial institutions, to offer and submit securities, guarantees and undertakings required by the banks and other financial institutions, and to amend, cancel and renew the same, to place any mortgage on all or any of the properties of the company and to amend, cancel and renew the same, to enter into sign all papers, contracts, and required forms in that connection, including delegation of signing powers to any other signatories after the approval of the General Meeting.
- i. To contribute to and/or possess and/or establish and/or contribute to company and management and/or contribute to the management in any company and to establish and close branches of the company in the United Arab Emirates and any other state in the world and to sell or assign or liquidate any of these companies or to dispose in any other legal manner including sell, purchase, mortgage and assign these companies or any share in the capital of these companies after the approval of the General Meeting.
- j. To obtain all permits, licenses, visas and work permits from the relevant Municipalities, Chambers of Commerce, Naturalization and Residency Administration, Ministry of Labour, Ministry of Economy and Planning, all other ministries, any federal and local departments and governmental directorates in connection with the business and activities of the Company in the United Arab Emirates and abroad.
- k. To place insurance against fire and any other risks covering the property of the Company and in case of destruction damage or loss, file claims with the insurers, receive the respective indemnifications and issue and execute the necessary receipts and releases.
- l. To appoint, engage and dismiss employees and labours on behalf of the Company, fixing their salaries and other conditions of employment, and to appoint agents and representatives to act on behalf of the Company, granting them the necessary powers of attorney and to revoke the same, signing all papers which may be necessary in this respect.
- m. Registration and renewal of all or any of our trademarks or patents and to sign, to file, to deliver, to issue and lodge all the statements, applications, memoranda or any other documentation required or necessary for registration or renewal of any of our trademarks or patents licensed to used by the company or now registered or that of which will be applied for registration in the future, to oppose any trademark application or registration which is deemed an imitation to any of the Company's trademarks or the trademarks which the Company is licensed to use.
- n. To take all necessary administrative or judicial actions to protect any of the trademarks owned by the Company or the trademarks which the Company is licensed to use, shall have the right to appoint lawyers or trademark agents to carry on all or any of the above mentioned in the United Arab Emirates by a way of power of attorney, sign all applications, forms, resolutions, contracts, documents and other necessary papers required at all the competent departments in the United Arab Emirates and abroad.

- o. To appoint legal consultants and advocates to defend and plea on behalf of the Company against any object or appeal or opposition represented by any party in connection with or against the registration of any of the Company's trademarks, copyrights or patents or the trademarks or patents (generally all intellectual rights) used by the company which are submitted for registration or renewal with any competent departments in the United Arab Emirates or abroad.
- p. Represent the Company in all courts or tribunal of the United Arab Emirates or abroad, to agree to arbitration and sign arbitration agreements, appoint lawyers and legal consultants to represent the Company in any of the aforesaid and in all lawsuits, claims, to institute and prosecute all kinds of cases all legal procedures; in all federal and local courts at all levels and kinds whether as plaintiff or defendant or claimant, to claim compensation and execution and generally to protect and defend all rights and interests of the Company.
- q. To do without restrictions all acts required for the enabling of the Company to carry on its business in the United Arab Emirates or abroad and generally to do all such acts as the Company itself could do with the right to the Manager to empower or delegate third party in any or all of the powers conferred upon him herein as he may deem it fit.
- r. Shall sign and follow-up all documents of the Company within the framework of its objectives before the Authority.

The Manager shall keep printed upon all the publications of the Company, its deeds, purchase orders, receivables, accounts papers, letter heads and all the other documents in conjunction with the Company Trade Name - the terms of:

- a. Limited Liability Company
- b. Share Capital Amount
- c. Number of the Certificate of Incorporation

ARTICLE (11)

GENERAL MEETING

The General Meeting shall be composed of all Shareholders and shall meet at least once every fiscal year at the place, date and time fixed for the meeting. Letters of invitation will be accompanied by the agenda. Resolutions shall be taken by the majority of not less than 75 % of the Share Capital, entitled with the following matters:

- a. Alter or amend this Memorandum.
- b. Increase or decrease of the capital of the Company.
- c. Liquidation of the Company before the expiry of its original or renewed period.
- d. Selling of the Company or disposal of its Capital in gross in any way
- e. The determination and approval of the annual balance sheet of the Company and the appointment of the Company Auditors, Manager and its board of directors.

Any Shareholder may be represented by proxy of a Shareholder or any other person in the General Meetings of the Company to act within the limits as provided in the such proxy.

ARTICLE (12)

FISCAL YEAR

The fiscal year shall commence from First of January and expire by the end of December of each Gregorian year while the first year shall commence from the date of registration of the Company with the Authority and expires at the end of December of that year

ARTICLE (13)

ACCOUNTS

The Company shall keep regular accounting books.

ARTICLE (14)

DURATION OF THE COMPANY

The duration of the Company shall be 1 Year, automatically renewable for similar period and may be terminated by a special resolution of the General Meeting.

ARTICLE (15) LIQUIDATION

The Company may be liquidated for any of the reasons stated below:

- 1 Expiry of its duration or by agreement of all Shareholders or if a judgment of insolvency passed for liquidation or pursuant to the provisions of the valid laws and regulations of the Free Zone.
- 2 The Company shall not be liquidated in case of death of any of the shareholders and the survivors shall have the choice to continue with or without the heirs of the deceased.
- 3 Upon liquidation for any reason, the General Meeting shall appoint the liquidator and specify the rules of liquidation who shall after full payment of all Company obligations divide the assets as may be agreed by the Shareholders in a resolution of the General Meeting.

ARTICLE (16) LIABILITY OF THE SHAREHOLDER

The Company shall have separate legal personality independent from its liability is limited to its capital and the Shareholders shall not be liable for any of its debts.

ARTICLE (17) GOVERNING LAW

This Memorandum shall be governed by the law of the United Arab Emirates and the by laws, rules and regulations of the Sharjah Publishing City – Free Zone Authority.

ARTICLE (18) ARBITRATION

Any dispute arising out from or related to this Memorandum in any manner whatsoever including its formation, performance, interpretation, nullification, termination or invalidation, shall be settled by arbitration under the Rules of Arbitration of the Sharjah International Commercial Arbitration Center ("the Rules"), by one or more arbitrators appointed in accordance with the Rules.

ARTICLE (19) CORRESPONDENCE

Unless otherwise stated by a written notice, all correspondence, notifications and notices to Shareholders shall be made to their addresses as provided in this Memorandum.



<"dir="rtl" وثيقة إلكترونية معتمدة صادرة دون توقيع من مدينة الشارقة للنشر - هيئة منطقة حرة. للتحقق من صحة هذه الوثيقة يرجى مسح رمز الاستجابة السريع أو زيارة الرابط:

Approved electronic document issued without signature by Sharjah Publishing City - Free Zone Authority. To verify this document kindly scan the QR Code or visit:

<https://portal.spcfz.ae/web/mydocuments/dc/173709824758?d=TIRrNU5UST0=>